

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY



**2025 CDBG ROAD REHABILITATION
STANDISH AVENUE & FREMONT STREET**

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

MAY 2026

PREPARED BY:

TOWNSHIP OF WEST ORANGE
DEPARTMENT OF ENGINEERING
25 Lakeside Avenue
West Orange, NJ 07052

A large, stylized handwritten signature in black ink, which appears to read "Zayibeth Carballo".

Zayibeth Carballo, PE,PLS,PP,CME,CFM,CFS

New Jersey Professional Engineer & Land Surveyor, License No. 24GB04258700

TABLE OF CONTENTS

	<u>PAGE</u>
NOTICE TO BIDDERS	NB-1
INSTRUCTIONS TO BIDDERS	IB-1
1. PROPOSALS RECEIVED	IB-1
2. WORK INCLUDED.....	IB-1
3. PROPOSAL	IB-1
4. BUSINESS REGISTRATION CERTIFICATE	IB-2
5. CONTRACTOR REGISTRATION	IB-2
6. IRREGULAR PROPOSALS	IB-2
7. COMPETENCY OF BIDDERS	IB-3
8. CERTIFIED CHECK, CASHIER'S CHECK OR BID BOND.....	IB-3
9. PERFORMANCE AND MAINTENANCE BOND	IB-3
10. EXECUTION OF CONTRACT	IB-3
11. CONTRACTOR'S INSURANCE	IB-4
12. RESPONSIBILITY OF CONTRACTOR	IB-4
13. FAMILIARITY WITH THE WORK	IB-5
14. INTERPRETATIONS	IB-5
15. RIGHT TO REJECT	IB-5
16. NONDISCRIMINATION IN EMPLOYMENT.....	IB-6
17. AFFIRMATIVE ACTION PLAN REQUIREMENTS	IB-6
18. NEW JERSEY PREVAILING WAGE ACT REQUIREMENTS	IB-6
19. INELIGIBLE BIDDERS	IB-6
20. NON-COLLUSION AFFIDAVIT	IB-7
21. CONSENT OF SURETY	IB-7
22. STATEMENT OF BIDDER'S RESPONSIBILITY	IB-7
23. BASIS FOR COMPARING BIDS	IB-7
24. EXECUTION OF CONTRACT; DAMAGES FOR FAILURE	IB-7
25. SAM CAGE CODE AND DUNS NUMBERS	IB-8
26. CONSTRUCTION ACCESS	IB-8
27. NOTICE OF CONSTRUCTION	IB-9
28. SPECIAL SITE CONDITIONS	IB-9
29. TRAFFIC CONTROL & STAGING/SCHEDULING	IB-9
30. PUBLIC WORK CERTIFIED PAYROLL RECORD SUBMIT ONLINE STARTS AUG. 15, 2024	IB-10
PROPOSAL AND SCHEDULE OF BIDS	P-1
BID DOCUMENT SUBMISSION CHECKLIST - TOWNSHIP OF WEST ORANGE	P-1
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA	P-2
SCHEDULE OF PRICES	P-3
BID PROPOSAL FORM	P-14
RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION	P-16
STATEMENT OF OWNERSHIP DISCLOSURE	P-17
BIDDER'S AFFIDAVIT.....	P-20

AFFIDAVIT OF NON-COLLUSION	P-21
BID BOND	P-22
CONSENT OF SURETY	P-23
BID SECURITY.....	P-24
NOTICE OF AWARD	P-25
PERFORMANCE & PAYMENT BOND NOTICE TO PROCEED	P-27
REQUIRED EVIDENCE (AFFIRMATIVE ACTION)	P-31
STATEMENT OF BIDDER'S RESPONSIBILITY	P-32
EQUIPMENT CERTIFICATION	P-35
CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT	P-36
STATUS OF PRESENT CONTRACTS	P-37
LOWEST BIDDER PREVAILING WAGE CERTIFICATION	P-38
HOLD HARMLESS AGREEMENT	P-39
SUBCONTRACTOR LIST	P-40
DISCLOSURE OF POLITICAL CONTRIBUTIONS	P-41
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	P-44
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS	P-47
AMERICAN'S WITH DISABILITIES ACT OF 1990	P-48
FEDERAL NON-DEBARMENT CERTIFICATION	P-49
DUNS / FEDERAL ID NUMBER	P-53
INITIAL PROJECT WORKFORCE REPORT - CONSTRUCTION	P-54
FORM W-9	P-56
BUSINESS REGISTRATION CERTIFICATE	P-58
PUBLIC WORKS CONTRACTOR REGISTRATION	P-59
CONTRACT AND AGREEMENT	C-1
COVENANT	C-1
ARTICLE I - CONTRACT INCLUDES	C-1
ARTICLE II - RATE OF PROGRESS AND TIME OF COMPLETION	C-1
ARTICLE III - DAMAGES FOR FAILURE TO COMPLETE ON TIME	C-2
ARTICLE IV - PAYMENT	C-2
ARTICLE V - PARTIAL AND FINAL ESTIMATES	C-2
ARTICLE VI - PREVAILING WAGE AND AFFIRMATIVE ACTION REQUIREMENTS	C-4
ARTICLE VII - MISCELLANEOUS PROVISIONS	C-4
ARTICLE VIII - DISPUTE RESOLUTION	C-4
EXECUTION OF CONTRACT	C-6
BOND	B-1-B-3
GENERAL CONDITIONS	GC-1
SECTION 1 - CONTRACT DOCUMENTS	GC-1
SECTION 2 - SPECIFICATIONS AND SUPPLEMENTARY PLANS	GC-1
SECTION 3 - DEFINITIONS	GC-1
SECTION 4 - ENGINEER'S DECISIONS	GC-2

SECTION 5 - INSPECTION	GC-2
SECTION 6 - OBLIGATION OF CONTRACTOR	GC-3
SECTION 7 - PATENT RIGHTS	GC-4
SECTION 8 - DEFENSE OF SUITS	GC-4
SECTION 9 - PERMITS, LAWS, AND ORDINANCES	GC-4
SECTION 10 - ASSIGNMENT OF CONTRACT	GC-4
SECTION 11 - SUBLETTING	GC-5
SECTION 12 - COMPLETION OF WORK BY OWNER	GC-5
SECTION 13 - CLAIMS FOR LABOR AND MATERIALS	GC-5
SECTION 14 - MODIFICATIONS AND EXTRA WORK	GC-6
SECTION 15 - PAYMENT FOR EXTRA WORK	GC-6
SECTION 16 - CLAIMS FOR UNAUTHORIZED EXTRA WORK.....	GC-6
SECTION 17 - GUARANTEE	GC-7
SECTION 18 - REPAIRS FOR ONE YEAR	GC-7
SECTION 19 - RATE OF PROGRESS AND SEQUENCE OF WORK	GC-7
SECTION 20 - EXTENSION OF TIME	GC-7
SECTION 21 - LIABILITY OF CONTRACTOR FOR EMPLOYEES	GC-8
SECTION 22 - NO WAIVER OF RIGHTS	GC-8
SECTION 23 - VERBAL STATEMENTS NOT BINDING	GC-8
SECTION 24 - RELEASE OF LIABILITY	GC-8
SECTION 25 - SUBSTITUTION CLAUSE	GC-9
SECTION 26 - AFFIRMATIVE ACTION PROVISION FOR CONSTRUCTION CONTRACTS.....	GC-9-G-15
SECTION 27 - PREVAILING WAGES	GC-15
A. Payment of Prevailing Wages	GC-15
B. Failure to Pay Prevailing Wages	GC-15
C. Posting and Records of Prevailing Wages	GC-16
D. Certifications of Wages Due	GC-16
SECTION 28 - CDBG REQUIREMENTS	GC-16
GENERAL REQUIREMENTS	GR-1
1. LOCATION AND DESCRIPTION OF WORK	GR-1
2. LINES AND GRADES	GR-1
3. EXPLOSIVES AND BLASTING	GR-1
4. WORKING CONDITIONS	GR-1
5. CARE AND PROTECTION OF WORK	GR-2
6. SHOP DRAWINGS	GR-2
7. MATERIALS AND MANUFACTURED ARTICLES	GR-2
8. WORK IN BAD WEATHER	GR-3
9. NIGHT AND SUNDAY WORK	GR-3
10. CONTRACTOR'S OFFICE	GR-3
11. RESIDENT ENGINEER'S OFFICE	GR-3
12. SANITARY, WATER SUPPLY AND ELECTRICAL ENERGY REQUIREMENTS	GR-3
13. PUBLIC SAFEGUARDS	GR-4
14. STORAGE OF MATERIALS	GR-4

15.	BARRIERS	GR-4
16.	PROPERTY MARKERS DISTURBED	GR-4
17.	COOPERATION WITH UTILITIES	GR-4
18.	CONTRACTOR'S EMPLOYEES	GR-5
19.	CLEANUP	GR-5
20.	EXCAVATED AND WASTE MATERIAL	GR-5
21.	NOTICE TO RESIDENTS	GR-5
22.	MAINTENANCE AND PROTECTION OF TRAFFIC	GR-6
23.	COORDINATION WITH TOWNSHIP OPERATIONS	GR-6

SUPPLEMENTAL SPECIFICATIONS

APPENDICES

- A. Meeting Federal Labor Standards for Community Block Grant (CDBG) Funded Projects
- B. Davis-Bacon-Federal Wage Rates
- C. New Jersey Prevailing Wage Rates

R:\JMalveda\ROAD PROJECTS\CDBG\2025 CDBG-Standish Avenue & Samuel Ave\Design
Phase\Specifications\Standard Specifications

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

**2025 CDBG ROAD REHABILITATION
STANDISH AVENUE AND FREMONT STREET**

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids for 2025 CDBG ROAD REHABILITATION STANDISH AVENUE AND FREMONT STREET, in the Township of West Orange, Essex County, New Jersey will be received at the Township of West Orange, Township Council Chambers, 66 Main Street, West Orange, New Jersey on **Tuesday June 23, 2026** prevailing time.

The work generally consists of approximately 3,075 linear feet of granite curb, 830 square yards of sidewalk, 5,350 square yards of HMA milling, and 800 tons of hot mix asphalt surface course, crosswalk striping, replacement of various inlet casting & inlet reconstruction and related improvements; all in accordance with the form of proposal, contract and specifications prepared by Township of West Orange Department of Engineering, 25 Lakeside Avenue, West Orange, New Jersey.

Copies of the Plans and Specifications and other proposed Contract Documents are on file and open to public inspection at the office of the Purchasing Department, 66 Main Street, West Orange, New Jersey, and may be examined and obtained by properly qualified Contractors at this address on and after **Tuesday May 26, 2026**, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays, upon a non-refundable payment of \$50.00. An additional \$20.00 nonrefundable fee will be required in advance for all prospective Bidders requesting that the bidding documents be mailed. There is no additional charge should a prospective Bidder request the documents be forwarded by FedEx or UPS (using the Bidder's own account number).

All bidders are required to register in the System for Award Management (SAM), which will provide a cage code number. A Dun & Bradstreet (DUNS) number will be required to be able to register in SAM. Be advised the registration process can take up to four (4) weeks. You may register for these numbers at the following web addresses: <https://www.dnb.com/duns-number.html> and <https://sam.gov/SAM/>. Where specified in the bid documents, the DUNS number, SAM number and cage code number shall be provided.

Bidders are notified that they must comply with the New Jersey Prevailing Wage Act (Chapter 150 of the Laws of 1963, as amended) and that award will not be made to any bidder whom the Commissioner of Labor and Industry does not certify.

Bids shall be submitted on the forms provided, in the manner designated therein and required by the Specifications. They must be enclosed in sealed envelopes, bearing the name and address of the bidder and the name of the project on the outside, addressed to the Township Clerk, Township of West Orange, Essex County, New Jersey, and must be accompanied by a certified check, cashier's check, or bid bond in the form provided of not less than 10% of the amount of

bid. Said check or bid bond may not be less than \$500 nor shall it be more than \$20,000 and must be accompanied by a Consent of Surety statement in the form provided from a Surety Company stating that the Surety Company will provide the bidder with a bond for 100% of the Contract amount in the event that the Contract is awarded to the bidder. A Non-Collusion Affidavit and a Record of Recent Contract Awards must also accompany the proposal on the forms provided.

PROPOSAL FORMS SHALL NOT BE REMOVED FROM THE FORM OF PROPOSAL. PROPOSALS MUST BE MADE UPON THE BLANK FORMS PROVIDED AND SUBMITTED IN THE BOUND BOOK, WHICH SHALL BE LEFT WHOLE AND INTACT IN EVERY RESPECT.

Bidders must have at the time of bid, a Business Registration Certificate issued by the New Jersey Department of Treasury.

Bidders are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 for an affirmative action program for equal employment opportunity.

If awarded a contract, your company/firm will be required to comply with the requirements of NJSA 10:531 et seq. and NJAC 17:27.

The contract governing this work is funded by monies received by Essex County Title 1 of the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181). Under the said Act the Davis Bacon Act is applicable to the contracted work. Accordingly, the Contractor shall abide by the provisions of the Federal Labor Standards which are included as part of the conditions of the contract.

BIDS WILL BE AWARDED CONTINGENT UPON FEDERAL CLEARANCE OF THE CONTRACTOR

Bidders must also comply with the requirements of PL 1977, Chapter 33 amending the Local Public Contracts Law. Bidders must submit a statement setting forth the names and addresses of all the stockholders in the corporation or members of the partnership who own ten percent (10%) or more of its stock, or have a ten percent (10%) or greater interest in the case of partnership.

No bid may be withdrawn for sixty (60) days after the opening of bids. A Contract will be awarded to the lowest responsible bidder or all proposals will be rejected within sixty (60) days after the opening of bids.

The Mayor and Township Council of the Township of West Orange reserves the right to reject all bids, to reject unbalanced bids, and to waive any informality in any bid.

As of March 1, 2026, pursuant to the provisions of P.L. 2025, c.72, all Township of West Orange current legal notices will be published on the Township's official website for at least one week, or other time period as required by law, before transferring the publication to the Legal notice Archive. Notices shall be published at the following link: <https://westorange.org/2141/Current-Legal-Notices> The NJ Secretary of State will create a centralized portal linking to the public notice pages of all public entities. Once completed, the hyperlink will be shared on all Township of West Orange legal notices: <https://nj.gov/state/statewide-legal-notices-list.shtml>

Panayiota Reynolds, QPA
Purchasing Agent

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, NEW JERSEY

2025 CDBG ROAD REHABILITATION
STANDISH AVENUE AND FREMONT STREET ROAD

INSTRUCTIONS TO BIDDERS

1. PROPOSALS RECEIVED

The Township of West Orange, Essex County, New Jersey (hereinafter called the OWNER), will receive proposals for the 2025 CDBG ROAD REHABILITATION STANDISH AVENUE AND FREMONT STREET , at the time and place and under the conditions stated in the NOTICE TO BIDDERS.

2. WORK INCLUDED

The work generally consists of approximately 3,000 linear feet of granite curb, 800 square yards of sidewalk, 5,300 square yards of HMA milling, and 800 tons of hot mix asphalt surface course, crosswalk striping, replacement of various inlet casting & inlet reconstruction and related improvements; all in accordance with the form of proposal, contract and specifications prepared by Township of West Orange Department of Engineering, 25 Lakeside Avenue, West Orange, New Jersey.

3. PROPOSAL

Each proposal must be made upon forms contained herein. The proposal, as submitted, shall not be separated from the volume containing the other contract documents which are bound with it. The blank spaces in the proposal must be filled correctly where indicated for each and every item and the bidder must state, both in words and numerals written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used.

The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership or by a corporation, the proposal must be signed by an official of the firm, partnership or corporation authorized to sign contracts, and must also show the post office address of the firm, partnership or corporation.

Bidders are instructed to submit the following properly completed documents with their proposal: (1) a Non-Collusion Affidavit, (2) a Consent of Surety, and (3) Record of Recent Contract Awards, all on the forms contained herein. A copy of the Bidder's Business Registration Certificate must be submitted with the bid.

Please provide one hard copy and one additional copy of your proposal which should be on an external storage device (example USB flash drive/or CD).

In the event the Township decides to award this contract; Contractor is herein advised that he/she will be required to attend the Council meeting at which it is scheduled to be awarded on to answer questions by the governing body at no additional charge to the Township.

4. BUSINESS REGISTRATION CERTIFICATE

Chapter 57, PL 2004 requires that all business organizations (except non-profit entities and other government agencies) that do business with a public entity must provide a copy of its Business Registration Certificate issued by the New Jersey Department of the Treasury (Division of Revenue) prior to the issuance of a contract and/or purchase order. A business registration form may be obtained by calling the New Jersey Department of the Treasury at 609-292-0252 or online at www.nj.gov/treasury/revenue/taxreg.htm. The Business Registration Certificate must be submitted with the bid.

5. CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act, NJSA 34:11-56.48 et seq., which became effective on April 11, 2000, provides generally that no contractors or subcontractors shall bid on or engage in any public work contract (or part thereof) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to or used by the general public unless they are registered with the Commissioner of Labor of the State of New Jersey. **The Contractor Registration Certificate must be submitted with the bid.**

Registration application forms and copies of the Public Works Contractor Registration Act may be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance P.O. Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: contreg@dol.state.nj.us

6. IRREGULAR PROPOSALS

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind. Bids which are considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected. The Owner reserves the right to waive any informality in proposals as submitted.

7. COMPETENCY OF BIDDERS

Bidders shall be experienced in the kind of work to be performed and shall have the necessary equipment therefore and sufficient capital to properly execute the work within the time allowed.

8. CERTIFIED CHECK, CASHIER'S CHECK OR BID BOND

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the sum of ten percent (10%) of the amount of the bid, satisfactory to and payable to the order of the Owner. The certified check, cashier's check or bid bond submitted by the bidder to whom a contract is awarded shall be retained until a contract is executed and the required performance bond furnished. Certified checks, cashier's checks, or bid bonds submitted by other bidders shall be returned within three (3) business days after the award of the contract.

In the event that the Owner shall reject all bids or shall not award a contract within sixty (60) days after the opening of bids, all certified checks, cashier's checks and bid bonds shall be returned within three (3) days after such rejection or the expiration of such period, as the case may be.

9. PERFORMANCE AND MAINTENANCE BOND

The successful bidder at the time of the execution of the Contract must deposit with the Owner a surety company bond for the satisfactory completion of the work in an amount equal to the amount of the contract award. The form of the bond and the surety shall be acceptable to the Owner. Surety companies shall be only those authorized to transact business in New Jersey.

Prior to the payment of the final estimate, the Contractor shall furnish a certificate from his surety stating that the performance bond covers the one-year defective workmanship and materials guarantee period or if it does not, the Contractor shall provide a separate Maintenance Bond. The Maintenance Bond shall include the following: "In case of default under this obligation, it is understood that the Owner has the option of taking the cash or of having the Surety do the work."

10. EXECUTION OF CONTRACT

The party to whom Contract is awarded or his authorized representative will be required to execute the Contract within ten (10) business days from the date of Notice of Award, and, in case of his failure or neglect to do so, the Owner may, at its option, determine that the bidder has abandoned the Contract, and thereupon the proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to the Owner.

11. CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance from insurance company authorized to write casualty insurance in the State as will protect himself, his subcontractors, and the Owner from claims for bodily injury, death or property damage which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this section and until he has filed a certificate of insurance with the Owner prior to award of bid. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Owner of intention to cancel. An endorsement showing the Township of West Orange to be additionally insured shall be included in all policies as follows: "The Township of West Orange, its officers, agents, servants, and employees as their interest may appear are covered by this policy". All parties to the Contract must be named in the Certificate of Insurance as additional insured/coinsured. The amounts of such insurance shall not be less than the following:

- a) Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.
- b) Public Liability, Bodily and Property Damage:
 - 1. Injury or death \$1,000,000 occurrence/
\$2,000,000 aggregate
 - 2. Property Damage \$ 250,000 occurrence/
\$ 500,000 aggregate
 - 3. Fire and Extended Coverage Equal to bid price
- c) Automobile and Truck Public Liability
Bodily Injury and Property Damage:
 - 1. Injury or death \$1,000,000 occurrence/
\$2,000,000 aggregate
 - 2. Property Damage \$ 250,000 occurrence/
\$ 500,000 aggregate
- d) Contractors General Liability
including completed operations \$1,000,000 occurrence/
\$2,000,000 aggregate

Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor.

12. RESPONSIBILITY OF CONTRACTOR

Attention here is particularly directed to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur within one (1) year after its completion and acceptance. He shall indemnify and save harmless the Owner from any damages or costs to which it may be put by reason of injury to the person or property of another

resulting from negligence or carelessness in the performance of the work under this Contract.

13. FAMILIARITY WITH THE WORK

Bidders are advised to carefully examine all Contract Drawings and Specifications and to make a thorough investigation of conditions at the location of the proposed work. It is the obligation of the bidder to ascertain for himself all the facts concerning conditions to be found at the location of the project, including all physical characteristics above, on and below the surface of the ground; to consider fully these and all other matters which can, in any way, affect the work under this Contract and to make necessary investigations relating thereto, and he agrees to this obligation in signing the Contract. The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he/she will make no claim for, and has no right to, additional payment or extension of time for completion of the work or any other concessions because of any misinterpretation or misunderstanding on his part of this Contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

In the event that any easements or rights-of-way are necessary for the performance of the Contract, the bidder shall be responsible for ascertaining the status of any such easement or right-of-way acquisition and the bidder shall examine the provisions of agreements between the Township and property owners that may relate to his bid or to the work to be performed. Copies of the aforesaid documents and information regarding the status of easement and right-of-way acquisition are available at the office of the Township Engineer. The Contractor shall also confer with the Township Engineer in the above-mentioned matters immediately after award of the Contract and at such other times thereafter as may be necessary or advisable. The Contractor shall be governed by the provisions of easement, right-of-way and other agreements between the Township and property owners. The Contractor shall make no claim for additional compensation or for damages on account of delays or necessary alterations in the procedure of his work that may be caused by delays in the acquisition of any easement or right-of-way.

14. INTERPRETATIONS

If any person contemplating submitting bids for the proposed work is in doubt as to the true meaning of any part of these proposed contract documents, he may submit to the Purchasing Agent, Panayiota Reynolds, QPA, a written request for an interpretation thereof. Any interpretation of such document will be made only in writing and copy of each interpretation will be mailed or delivered to each person receiving a set of said documents. The Owner will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Owner before expiration of the time set for the receipt of bids.

15. RIGHT TO REJECT

The Owner reserves the right to reject any or all Proposals and to reject any unbalanced bids.

16. NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices and specifically to comply with the provisions of Chapter 127 of the Laws of 1975, effective July 23, 1975. Successful bidders must be prepared to comply in all respects with the contract provisions regarding nondiscrimination, a copy of which is set forth in the General Conditions of Contract. In the event that the Owner shall award a contract for the proposed construction, such award shall be made conditioned upon the subsequent approval by the State Treasurer of an affirmative action program as submitted by the successful bidder in accordance with Chapter 127. The Contractor is also obliged to comply with PL 1934, c. 34, s. 9.2.

17. AFFIRMATIVE ACTION PLAN REQUIREMENTS

This Contract is subject to the provisions of Chapter 127 of the New Jersey Public Laws of 1975 and Regulations promulgated thereunder as NJAC 17:27-1 et seq. with respect to Affirmative Action Plans for employment opportunity. Detailed provisions are set forth in Sec. 26 - AFFIRMATIVE ACTION PROVISIONS of the General Conditions of Contract.

18. NEW JERSEY PREVAILING WAGE ACT REQUIREMENTS

The New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, applies to this Contract. Accordingly, the Contract must set forth the prevailing wage rate in the locality of the Owner for each craft or trade or classification of all workers needed to perform the Contract during its performance period. The Owner has ascertained from the Commissioner of Labor and Industry of the State of New Jersey the prevailing wages in the locality of the Owner which shall be paid by the Contractor to workers employed in the performance of the Contract, and a copy of such prevailing wages shall be incorporated in the Contract and binding on the Contractor. In the event that any such prevailing wage is increased prior to the award of the Contract, then the increased prevailing wage or wages shall apply and supersede those issued as of an earlier date.

In accordance with the New Jersey Prevailing Wage Act, the Contractor and any subcontractor shall pay to workers wages which are not less than the prevailing wages set forth for the locality of the owner and made a part of the Contract.

19. INELIGIBLE BIDDERS

Prior to the awarding of a Contract for the project, the Owner is required by law to obtain from the Commissioner of Labor and Industry the names of contractors and subcontractors who have failed to pay the prevailing wages. The Contract will not be awarded to any bidder whose name appears on such list unless a period of three (3) years has elapsed since the date of the listing of the bidder by the Commissioner. The aforesaid ineligibility shall extend to and include any bidder in which any person, firm, corporation, or partnership, which has been listed by the Commissioner within the last three (3) years, has an interest.

20. NON-COLLUSION AFFIDAVIT

As noted under No. 3, PROPOSAL, above, the bidder shall accompany his proposal with a Non-Collusion Affidavit certifying that the bid has been arrived at independently and without collusion with any other bidder. Further, that no persons or agency has been employed to solicit such bid except as provided under NJSA 52:34-15.

This affidavit will be completed on the form provided and shall be signed and notarized as required.

21. CONSENT OF SURETY

Each bid must be accompanied by a Consent of Surety furnished by a surety company authorized to do business in the State of New Jersey to the effect that a performance bond in the form annexed hereto will be furnished to the Owner in the full amount of the Contract in the event that a contract is awarded to the bidder.

The Consent of Surety shall be completed on the form provided and shall be executed and attested to as required.

22. STATEMENT OF BIDDER'S RESPONSIBILITY

Every bid shall be accompanied by a statement of bidder's responsibility on the form provided covering the experience of the bidder in the performance of similar work as well as the bidder's financial responsibility. Bidders shall be experienced in the satisfactory performance of work of the nature and extent to be performed under the contract and shall have sufficient capital to properly execute the work within the time allowed, as well as sufficient equipment therefore.

23. BASIS FOR COMPARING BIDS

Comparison of bids will be made on the basis of lump sum price or on the basis of the total for the various items as shown in the Proposal.

Whenever alternate bids are requested, the Owner reserves the right to select the nature and type of construction deemed by it to be most advantageous to its interests.

Whenever estimated quantities are shown in the Proposal, such estimated quantities are not to be considered by bidders as actual quantities required to complete the work, since such estimated quantities are included solely to serve as a basis for the comparison of bids.

24. EXECUTION OF CONTRACT; DAMAGES FOR FAILURE

A bidder to whom the Contract is awarded shall execute and deliver the Contract within ten (10) days after the Contract is presented to the bidder for execution. If the bidder shall

fail to do so, the bidder shall be deemed to have abandoned the Contract and thereupon the proposal and its acceptance may be declared null and void by the Owner and the amount of the certified check or cashier's check or bid bond accompanying the bid as bid security shall be due and payable to the Owner as liquidated damages, provided, however, that such damages shall not exceed the difference between the amount bid and the amount which the Owner may be obligated to pay to the person to whom the Contract may afterwards be awarded, the amount in each case to be determined by the bids. The items as set forth in the proposal forms in some cases included work not shown in the title of the item and in other cases the item refers to work that is specifically ordered by the Engineer although similar work may be required under the terms of the Contract to be performed as part of another item and paid for under the price bid for that item. The attention of the Contractor is specifically called to that section of this Contract that described the subdivision of work for Payment, and the Contractor shall understand that any work performed under the terms of this Contract, and that is not classified as Extra Work by the Engineer, shall be paid for solely and wholly by these terms.

25. SAM CAGE CODE AND DUNS NUMBERS

All bidders are required to register in the System for Award Management (SAM), which will provide a cage code number. A Dun & Bradstreet (DUNS) number will be required to be able to register in SAM. Be advised the registration process can take up to four (4) weeks. You may register for these numbers at the following web addresses: [https://www.dnb.com/duns\[1\]number.html](https://www.dnb.com/duns[1]number.html) & <https://sam.gov/SAM/>.

26. CONSTRUCTION ACCESS

The Contractor is herein advised that during construction traffic should be maintain unless otherwise authorized by the Township. The Contractor will be required to coordinate traffic safety provisions with the Township of West Orange Police Department prior to construction. The Contractor shall provide a Traffic Plan to the West Orange Traffic Bureau of the Police Department for review and approval and **the cost of same shall be included in the bid items requiring the same.**

During construction operations, the Contractor may utilize the local Police Department to provide assistance in maintenance and protection of traffic. The inclusion of local police does not relieve the Contractor of its duties with regard to traffic control in the project. The contractor shall be fully responsible for the set-up and maintenance of the Traffic Control Patterns (TCP) except as required by Local and State law or as specifically set forth in the contract. The use of police in the providing of traffic safety services is supplemental to the TCP and their presence shall not relieve the Contractor of its responsibility to maintain the TCP and safety on the Project.

Accordingly, the contractor shall be responsible to provide routine sweeping, maintenance, and restoration of the access road, especially as it relates to the tracking of mud and/or soil onto the access roads, and shall allow for the passage of public traffic at all times during the performance of the work. At a minimum, all access roadways shall be swept once a week.

27. NOTICE OF CONSTRUCTION

The contractor shall provide a minimum of 72 hours notice to the Township and the Engineer prior to the start of construction and prior to changes that affect existing traffic patterns and high school access.

28. SPECIAL SITE CONDITIONS

This project is partially funded with Essex County Community Block Development Grants (CDBG) and it is the intention of the Township to have the ROAD IMPROVEMENTS OF STANDISH AVENUE (from Lakeside Avenue to Park Avenue) AND FREMONT STREET (from Amelia Street to Samuel Street) construction completed by **December 31, 2026**. Accordingly, special care shall be exercised to provide adequate safety to the general public at all times.

29. TRAFFIC CONTROL & STAGING/SCHEDULING

- i) Detouring of traffic shall not be permitted without permission from the relevant governing authority (i.e. county, state, municipality and the Township of West Orange Police Department). Other affected services must also be notified such as fire and rescue squad, school, etc. All affected services must be given sufficient notice of any proposed detours disturbances, work schedule and/or road closures.
- ii) Reference is made to the publication "Manual on Uniform Traffic Control Devices for Streets and Highways" by the U.S. Department of Transportation, Federal Highway Administration, Washington D.C. 11th Edition (MUTCD 2023).
- iii) Traffic control shall be the sole responsibility of the contractor. The Contractor is responsible to schedule uniformed police traffic directors using the Department's third party scheduling service, Extra Duty Solutions. The contact information for Extra Duty Solutions is provided below:

Extra Duty Solutions
West Orange
PD NJ p: (973)
568-8838
w: extradutysolutions.com

- iv) Should the Contractor fail to complete the job within the timeframe established in the contract, the Contractor shall be responsible to pay for any additional uniformed police traffic control directors needed beyond the contract time. The cost for this item if needed, will be paid directly by the Contractor. It is the requirement of the Contractor to contact the police department to obtain the costs prior to commencing work beyond the stipulated time of completion.

It is the Contractor's sole responsibility to make payments to Extra Duty solutions on time as the police hours invoices are received. Contractor is herein advised that proof of paid invoices is to be submitted for reimbursement at the time of payment(s) request.

- v) The Contractor is responsible for coordinating all work with the Township Police Department.
- vi) During non-working hours, trenches shall not be left open and contractor's equipment shall not be parked in the roadway, driveways or the sidewalk area or any other area which will obstruct vehicular or pedestrian traffic.
- vii) At all times the Contractor shall maintain access to all businesses and residences within the project limits. The Contractor shall coordinate with the property owners and/or tenants to ensure vehicles are not stranded in driveways or parking lots while aprons are being poured and curing.
- viii) While Uniformed Officers are not anticipated, the Contractor is still responsible to coordinate all work with the West Orange Police Department.

30. UTILITIES

Prior to the start of the construction, the contractor shall have all underground utilities located and physically marked out within the limits of the project (call 1-800-272-1000). The contractor shall provide test holes in areas of possible conflict to verify the depth and location of the utility. Payment shall be made for this item. No separate payment shall be made for delays that may be necessary to relocate utilities or the proposed location of drainage structures.

31. ROADWAY ACCESS DURING CONSTRUCTION:

The contractor shall perform only the amount of work which can be completed the same day. The entire roadway shall be opened to traffic after work hours. Temporary pavement shall be placed in construction areas to provide a smooth, safe surface for vehicular traffic. The cost for temporary pavement shall be included in the unit in the unit price bid for various roadway reconstruction items. Steel plates may be used, at the approval of the Engineer. No separate payment shall be made for steel plates.

32. PUBLIC WORK CERTIFIED PAYROLL RECORD SUBMIT ONLINE STARTED AUG. 15, 2024

The New Jersey Department of Labor announced that Public Works Contractors are required to report certified payroll records online, via New Jersey Wage Hub since August 15, 2024. All registered public works contractors are required to create a NJ Wage Hub account prior to August 15, 2024.

TOWNSHIP OF WEST ORANGE
(Owner)

_____ Township Engineer

PROPOSAL AND SCHEDULE OF BIDS

BID DOCUMENT SUBMISSION CHECKLIST - TOWNSHIP OF WEST ORANGE

2025 CDBG ROAD REHABILITATION STANDISH AVENUE & FREMONT STREET

(Name of Construction/Public Works Project)

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (NJSA 40A:11-23.2)

Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)
X • Bid guarantee as required, by N.J.S.A. 40A: 11-21	
X • Certificate from a surety company, pursuant to N.J.S.A. 40A: 11-22	
X • Statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	
X • Listing of Subcontractors as required by N.J.S.A. 40A: 11- 16	
X • If applicable, Bidder's acknowledgment of receipt of any notice(s) or re-vision(s) or addenda to an advertisement, specifications or bid document(s)	

B. Failure to submit the following documents may be a cause for the bid to be rejected. (NJSA 40A: 11-23.1b.)

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Owner's checkmark)	Initial Each Item Submitted with Bid (Bidder's initials)
X A Certified Financial Statement prepared within the last 12 months and certification showing ability to perform contract			Consent of surety as to maintenance bond as required by N.J.S.A. 40: 11 - 16.3b
		X	Submission of a Non-Collusion Affidavit (this form must be Notarized)
		X	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment
X Affirmative Action Program Information		X	Qualification Questionnaire
X Disclosure of Political Contributions		X	Disclosure of Investment Activities in Iran pursuant to PL 2012, c.25
X Business Registration Certificate (must be valid at time of Bid Opening) and all Subcontractors, Public Work Contractor Registration for General and Subcontractor		X	Certificate of Registration required if this is a "Public Work" project as defined in the Public Work Contractor Registration Act (PL 1999,C.238)
X Statement of Non-Debarment for Federal Government Contracts (shall be provided to contract award)		X	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
X Lowest Bidder Prevailing Wage Certification		X	SAM Number, Cage Code Number and DUNS Numbers
X Certificate of Insurance - All parties to the Contract must be named as additional insured/co-insured (this is provided after the award)		X	Americans With Disabilities Act of 1990
X Bid Documents Submission Checklist (Signed Below)		X	Bid Proposal Form
X Hold Harmless Agreement			

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Print Name and Title: _____

Date: _____

THIS FORM MUST BE EXECUTED BY THE BIDDER (ALL ITEMS MUST BE COMPLETED IN INK.)

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda: Please assign the number, date and initial.

Addendum Number

Dated

Acknowledge Receipt
(Initial)

☐

No addenda were received. (Please check off if no addenda received)

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

2025 CDBG ROAD REHABILITATION
STANDISH AVENUE AND FREMONT STREET

SCHEDULE OF PRICES

BASE BID

ITEM 1 PERFORMANCE BOND AND PAYMENT BOND

1 DOLL @ \$ _____ Per DOLL \$ _____

Write UNIT Price for Item 1 in Words and Numbers

ITEM 2 MOBILIZATION

1 LS @ \$ _____ Per LS \$ _____

Write LUMP SUM Price for Item 2 in Words and Numbers

ITEM 3 CONSTRUCTION LAYOUT STANDISH AVENUE

1 LS @ \$ _____ Per LS \$ _____

Write LUMP SUM Price for Item 3 in Words and Numbers

ITEM 4 SOIL EROSION & SEDIMENT CONTROL MEASURES

1 LS @ \$ _____ Per LS \$ _____

Write LUMP SUM Price for Item 4 in Words and Numbers

ITEM 5 BREAKAWAY BARRICADE

13 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 5 in Words and Numbers

ITEM 6

DRUM

16 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 6 in Words and Numbers

ITEM 7

TRAFFIC CONE

112 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 7 in Words and Numbers

ITEM 8

CONSTRUCTION SIGNS

50 SF @ \$ _____ Per SF \$ _____

Write UNIT Price for Item 8 in Words and Numbers

ITEM 9

TRAFFIC DIRECTOR, POLICE

50,000 DOLL @ \$ 1.00 _____ Per DOLL \$ 50,000.00

ONE DOLLAR AND ZERO CENTS

Write UNIT Price for Item 9 in Words and Numbers

ITEM 10

FUEL PRICE ADJUSTMENT

7,500 DOLL @ \$ 1.00 _____ Per DOLL \$ 7,500.00

ONE DOLLAR AND ZERO CENTS

Write UNIT Price for Item 10 in Words and Numbers

ITEM 11

ASPHALT PRICE ADJUSTMENT

18,000 DOLL @ \$ 1.00 _____ Per DOLL \$ 18,000.00

ONE DOLLAR AND ZERO CENTS

Write UNIT Price for Item 11 in Words and Numbers

ITEM 12 CLEARING SITE

1 LS @ \$ _____ Per LS \$ _____

Write LUMP SUM Price for Item 12 in Words and Numbers

ITEM 13 RESET MONITORING WELL WITH CONCRETE ENCASING AROUND THE WELL BY LICENSED NJDEP DRILLER (IF AND WHERE DIRECTED)

4 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 14 in Words and Numbers

ITEM 14 EXCAVATION, UNCLASSIFIED (IF AND WHERE DIRECTED)

100 CY @ \$ _____ Per CY \$ _____

Write UNIT Price for Item 14 in Words and Numbers

ITEM 15 EXCAVATION, TEST PIT (IF AND WHERE DIRECTED)

110 CY @ \$ _____ Per CY \$ _____

Write UNIT Price for Item 15 in Words and Numbers

ITEM 16 REMOVAL OF PAVEMENT UP TO 6" DEEP (IF AND WHERE DIRECTED)

1,600 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item 16 in Words and Numbers

ITEM 17 ROCK EXCAVATION (IF AND WHERE DIRECTED)

100 CY @ \$ _____ Per CY \$ _____

Write UNIT Price for Item 17 in Words and Numbers

ITEM 18 EXCAVATION, BASE REPAIR 12" DEEP (IF AND WHERE DIRECTED)

100 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item 18 in Words and Numbers

ITEM 19 LOAD, HAUL & DISPOSE OF CONTAMINATED SOIL (IF AND WHERE DIRECTED)

100 TON @\$ _____ Per TON \$ _____

Write UNIT Price for Item 19 in Words and Numbers

ITEM 20 DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK (IF AND WHERE DIRECTED)

3,000 SY @ \$ _____ Per CY \$ _____

Write UNIT Price for Item 20 in Words and Numbers

ITEM 21 HMA MILLING, 3" OR LESS

5,150 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item 21 in Words and Numbers

ITEM 22 HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK

800 TONS @ \$ _____ Per TON \$ _____

Write UNIT Price for Item 22 in Words and Numbers

ITEM 23 HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK (IF AND WHERE DIRECTED)

1,200 TONS @ \$ _____ Per TON \$ _____

Write UNIT Price for Item 23 in Words and Numbers

ITEM 24 12" REINFORCED CONCRETE PIPE, CLASS V (IF AND WHERE DIRECTED)

425 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 24 in Words and Numbers

ITEM 25 PVC, SDR-35 LEADER DRAIN EXTENSION OR RECONSTRUCTION

20 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 25 in Words and Numbers

ITEM 26 PIPE CLEANING & VIDEO (IF AND WHERE DIRECTED)

3 DAY @ \$ _____ Per DAY \$ _____

Write UNIT Price for Item 26 in Words and Numbers

ITEM 27 RESET EXISTING CASTING

4 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 27 in Words and Numbers

ITEM 28 INLET TYPE "A" (IF AND WHERE DIRECTED)

3 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 28 in Words and Numbers

ITEM 29 INLET TYPE "B" (IF AND WHERE DIRECTED)

1 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 29 in Words and Numbers

ITEM 30 INLET TYPE "D" (IF AND WHERE DIRECTED)

2 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 30 in Words and Numbers

ITEM 31 RECONSTRUCT MANHOLE, INCLUDING NEW CASTING, FRAME, AND COVER

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 31 in Words and Numbers

ITEM 32 RECONSTRUCT INLET TYPE "A", INLCUDING NEW CASTING, FRAME AND GRATE

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 32 in Words and Numbers

ITEM 33 RECONSTRUCT INLET TYPE "B", INCLUDING NEW CASTING, FRAME, GRATE AND CURB PIECE

9 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 33 in Words and Numbers

ITEM 34 BICYCLE SAFE GRATE (IF AND WHERE DIRECTED)

2 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 34 in Words and Numbers

ITEM 35 CURB PIECE (IF AND WHERE DIRECTED)

2 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 35 in Words and Numbers

ITEM 36 CLEANING DRAINAGE STRUCTURE (IF AND WHERE DIRECTED)

13 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 36 in Words and Numbers

ITEM 37 CONCRETE SIDEWALK, 4" THICK (IF AND WHERE DIRECTED)

550 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item 37 in Words and Numbers

ITEM 38 CONCRETE SIDEWALK, REINFORCED, 6" THICK (IF AND WHERE DIRECTED)

450 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item 38 in Words and Numbers

ITEM 39 HOT MIX ASPHALT DRIVEWAY, 2" THICK (IF AND WHERE DIRECTED)

1,250 SY @ \$ _____ Per SY \$ _____

Write UNIT Price for Item 39 in Words and Numbers

ITEM 40 DETECTABLE WARNING SURFACE

4 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 40 in Words and Numbers

ITEM 41 9"X18" CONCRETE VERTICAL CURB

65 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 41 in Words and Numbers

ITEM 42

GRANITE CURB

3,050 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 42 in Words and Numbers

ITEM 43

NON-VEGETATIVE SURFACE, HOT MIX ASPHALT

5 SY @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 43 in Words and Numbers

ITEM 44

BEAM GUIDE RAIL, BRIDGE

25 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 44 in Words and Numbers

ITEM 45

CONTROLLED RELEASE TERMINAL (CRT)

2 UNIT @\$ _____ Per UNIT \$ _____

Write UNIT Price for Item 45 in Words and Numbers

ITEM 46

REMOVAL OF BEAM GUIDE RAIL

25 LF @\$ _____ Per LF \$ _____

Write UNIT Price for Item 46 in Words and Numbers

ITEM 47

TRAFFIC MARKING LINES, 4" (IF AND WHERE DIRECTED)

350 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 47 in Words and Numbers

ITEM 48 TRAFFIC MARKING LINES, 6" (IF AND WHERE DIRECTED)

300 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 48 in Words and Numbers

ITEM 49 TRAFFIC MARKING LINES, 8" (IF AND WHERE DIRECTED)

70 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 49 in Words and Numbers

ITEM 50 TRAFFIC MARKING LINES, 12" (IF AND WHERE DIRECTED)

60 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 50 in Words and Numbers

ITEM 51 TRAFFIC MARKING LINES, 24" (IF AND WHERE DIRECTED)

60 LF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 51 in Words and Numbers

ITEM 52 TRAFFIC MARKING SYMBOLS (IF AND WHERE DIRECTED)

325 SF @ \$ _____ Per LF \$ _____

Write UNIT Price for Item 52 in Words and Numbers

ITEM 53 REGULATORY AND WARNING SIGN

100 SF @ \$ _____ Per SF \$ _____

Write UNIT Price for Item 53 in Words and Numbers

ITEM 54 GUIDE SIGN, TYPE GA, STEEL "U" AND SQUARE TUBE POST SUPPORTS

16 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 54 in Words and Numbers

ITEM 55 RECONSTRUCT MANHOLE, SANITARY MANHOLE INCLUDING NEW CASTING, FRAME AND COVER

18 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 55 in Words and Numbers

ITEM 56 TRIMMING EXISTING TREE, OVER 6" TO 12" DIAMETER (IF AND WHERE DIRECTED)

3 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 56 in Words and Numbers

ITEM 57 TRIMMING EXISTING TREE, OVER 12" TO 18" DIAMETER (IF AND WHERE DIRECTED)

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 57 in Words and Numbers

ITEM 58 TRIMMING EXISTING TREE, OVER 30" TO 36" DIAMETER (IF AND WHERE DIRECTED)

1 UNIT @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 58 in Words and Numbers

ITEM 59 TREE REMOVAL, OVER 12" TO 18" DIA. (IF AND WHERE DIRECTED)

1 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 59 in Words and Numbers

ITEM 60 TOPSOILING, 4" THICK, INCLUDING FINE GRADING (IF AND WHERE DIRECTED)

1,600 SY @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 60 in Words and Numbers

ITEM 61 FERTILIZING AND SEEDING, TYPE A-3 (IF AND WHERE DIRECTED)

1,600 SY @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 61 in Words and Numbers

ITEM 62 SMALL DECIDUOUS TREE, 6" DIA.

6 UNITS @ \$ _____ Per UNIT \$ _____

Write UNIT Price for Item 62 in Words and Numbers

ITEM 63 CONTRACT ALLOWANCE

1 LS @ \$ 30,000.00 _____ Per LS \$ 30,000.00

THIRTY THOUSAND DOLLARS AND ZERO CENTS

Write UNIT Price for Item 63 in Words and Numbers

TOTAL BASE BID (Items 1 – 63)

\$ _____

(Write Total Base Bid in Words)

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned, being authorized, proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$_____
Amount in numbers

Company Name

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

Email address

Accompanying this Proposal is a Certified Check or Bid Bond payable to the Township of West Orange, New Jersey in the sum of \$_____ which the undersigned agrees to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the project, or furnish the Performance Bond required within the stipulated time. Otherwise, the check or bid bond will be returned to the undersigned.

Has the undersigned bidder, or has any person, firm, corporation or partnership having an interest in the undersigned bidder, ever been listed or barred from the performance of public work by any department or agency of the State of New Jersey by reason of the violation of any law, rule or regulation of the State?

No_____ Yes _____

If yes, state full details including the dates of all occurrences.

_____ partnership
The undersigned Bidder is a corporation under the laws. individual
individual
of the State of _____ having its principal office at

with a telephone number of () _____ for purposes of receiving telephone communications in connection with the performance of the Contract.

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that _____ be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by

_____ at a meeting of its Board of

Directors held on the _____ day of _____, 20____.

SEAL OF CORPORATION

Secretary

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Township of West Orange* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Township of West Orange* to notify the *Township of West Orange* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification,

and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

BIDDER'S AFFIDAVIT

State of New Jersey)

) SS:

County of

)

_____, being of full age and being duly sworn, upon his oath
deposes and says:

1. I reside at

2. I am _____ of the firm of _____

(Name of Bidder)

3. I am the person who signed the foregoing Bid and I was duly authorized to execute such Bid. The Bid is a true offer of the Bidder. If the Bidder has a seal, then such seal is affixed to the Bid. All of the statements and declarations contained in the Bid are true to the best of my knowledge and belief.

_____ (Seal)

(Signature)

Subscribed and sworn to

before me this _____ day

of _____, 2026.

Notary Public of the State
of New Jersey

My Commission expires _____
(Notary Seal)

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Date: _____

(Signature)

(Name and Title)

(Company Name)

(Address)

(Corporate Seal)

Subscribed and sworn to before me

this _____ day of _____, 20____

Notary Seal

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, is hereby held and firmly bound unto the Township of West Orange, in the County of Essex as Owner, in the

Penal Sum of \$ _____ (the penal sum shall be equal to ten percent (10%) of the Base Bid, but not more than \$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2026

The condition of the above obligation is such that whereas the Principal has submitted to the Township of West Orange, in the County of Essex, New Jersey

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

**2025 CDBG ROAD REHABILITATION
STANDISH AVENUE AND FREMONT STREET**

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____
Witness

BY: _____
Witness

Principal

Surety

Attorney-in-Fact

CONSENT OF SURETY

In consideration of the premises and of One Dollar (\$1.00) lawful money of the United States, to it is hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equals to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required so to do by the Owner, and if the said Contractor shall omit or refuse to execute such Contract, remand to the Owner any increase between the sum to which the said Contract would have been entitled upon the completion of the said Contract and the sum which the said Owner may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of readvertising the bids for this work, less the amount of any certified check or bid bond payable and received.

In Witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this ____ day of _____, 2026.

A corporate acknowledgment and statement of authority to be here attached by the surety company.

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____ (Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in the full amount
(Owner)
of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO
BUSINESS IN NEW JERSEY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

BID SECURITY

This Proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

A. Surety Bid Bond

_____ B. Certified/Treasurer's check

_____ C. Cash

the amount of _____
(\$ _____)

payable to Township of West Orange

The Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the Bidder shall fail to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with the requirements of this Proposal and other sections of the Contract Documents within the time specified, then the Bidder shall be deemed to have abandoned the Contract and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to and retained by the Owner, as liquidated damages for such failure or neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish documents as aforesaid.

In compliance with the Laws of the State the Bidder is:

An Individual _____

A Partnership _____

A Corporation _____

of _____ having principal offices at

NOTICE OF AWARD

Dated: _____

TO: _____
(Bidder)

ADDRESS: _____

OWNER'S PROJECT NO. _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the successful bidder and have been awarded a contract for **2025 CDBG ROAD REAHBILITATION** The Contract Price of your contract is \$ _____. **STANDISH AVENUE AND FREMONT STREET**

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraphs 8 and 9), General Conditions (Section 18), and Supplementary Specifications (Section 151).
3. Other conditions:
 - A. Certificates of insurance in not less than the required amounts, types, and form per Paragraph 11 of the Instructions to Bidders.
 - B. Progress schedule per Section 19 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

TOWNSHIP OF WEST ORANGE, NEW JERSEY
(Owner)

Receipt of this "Notice of Award" is acknowledged.

Contractor: _____

By: _____
Printed Name Signature Date

Title

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

PERFORMANCE & PAYMENT BOND NOTICE TO PROCEED

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____ as Principal and _____

_____ as Sureties, are hereby held and firmly bound unto the Township of West Orange in the penal sum of _____ Dollars, for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the above named principal did on the _____ day of _____ 20 _____, enter into a contract with Township of West Orange which said contract is made a part of this bond the same as though set forth herein:

NOW, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said Contract or in or to the plans and specifications therefore shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of NJSA 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary
or Witness as to Principal

Principal (Contractor)

BY: _____(S)

(Typed Name)

(Address)

ATTEST:

(Surety) Secretary
or Witness as to Surety

(SEAL)

Surety

BY: _____(S)
Attorney-in-Fact

(Typed Name)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners must execute bond and signature sheets, as necessary. A corporate acknowledgment and statement of authority to be attached by the Surety Company.

APPROVAL OF BOND

The foregoing Bond approved this _____ day of _____, 20_____.

SIGNED BY _____

SIGNATURE _____(S)

TITLE _____

NOTE: The attorney-in-fact signing the Performance Bond on behalf of the surety should attach a valid power of attorney to the Performance Bond.

NEW JERSEY STATUTORY FORM OF LABOR AND MATERIALS PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal and _____
_____ as Surety, are hereby held and firmly bound unto the Township
of West Orange in the penal sum of _____ Dollars, for the payment of which will and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns.

Signed this ____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the above named principal did on the _____ day of
20_____, enter into a contract with the Township of West Orange which said contract is made a part of
this bond the same as though set forth herein:

NOW, if the said Principal shall promptly make payment to all persons, firms, subcontractors and corporations
furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any
authorized extension or modification thereof, including all amounts due for material, lubricants, oil, gasoline,
repairs on machinery, equipment and tools, consumed or used in connection with such work, and all insurance
premiums on said work, and for all labor performed in such work, whether by subcontractors or otherwise, we
agreeing and assenting that this undertaking shall be for the benefit of the obligee herein; then this obligation shall
be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that
the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this
obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of
said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said surety
on its bond.

Principal

Surety

(seal)
(acknowledgments)

NOTE: The attorney-in-fact signing the Labor and Materials Payment Bond on behalf of the surety should
attach a valid power of attorney to the Labor and Materials Payment Bond.

NOTICE TO PROCEED

Dated _____

TO:

(Contractor)

ADDRESS:

CONTRACT FOR

2025 CDBG Road Rehabilitation Standish Avenue and Fremont Street

(Indicate name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, 20____ and _____, 20____, respectively.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you must deliver to the Owner (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must

Provide Project Schedule

Initial Project Workforce Report

Shop Drawings

(Owner)

By: _____
(Authorized Signature)

(Title)

REQUIRED EVIDENCE (AFFIRMATIVE ACTION)

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No _____
2. Do you have a State Certificate of Employee Information Report approval?
Yes _____ (If yes, submit a copy of such approval.) No _____

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ NAME: _____

SIGNATURE: _____ TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

STATEMENT OF BIDDER'S RESPONSIBILITY

(This Statement must accompany the Bid)

1. Name under which Bidder conducts business: _____

2. Business address: _____

3. Form of Bidder's business: Individual
 Corporation
 Partnership

If Bidder is a joint venture, all questions must be answered by each venturer.

If a corporation, state

Date of incorporation _____

State of incorporation _____

Address of principal office in New Jersey _____

If a partnership, state

Date of organization _____

Is partnership general or limited? _____

Names and addresses of general partners:

4. State the number of years during which the Bidder has engaged in business under the name set forth above:

5. If within the last five (5) years the Bidder conducted business under another name, or if the Bidder was the successor to another business within the last five (5) years, state the former name and address and the period during which such business was operated:

Prior name: _____

Prior address: _____

Period of operation: _____

6. Has the Bidder or any officer, director or partner thereof been adjudicated bankrupt in the past ten (10) years? _____

If so, give full details, including the name and address of such person and present position with the Bidder:

- 7 List each piece of equipment which is available to the Bidder and intended to be used by the Bidder in the performance of the Contract. State whether the equipment is owned by the Bidder or will be leased, and if to be leased, the name of the lessor.

Equipment of Vehicle	Body	Type	Owned or Leased	Lessor

8. Has the Bidder or any predecessor thereof ever failed to complete any work under any contract or subcontract?

If so, give full details: _____

9. Has the Bidder or any predecessor thereof ever failed to execute a contract awarded to the Bidder or any predecessor?

If so, give full details: _____

10. List all companies which have written performance bonds for the Bidder or any predecessor thereof within the last five (5) years.

Date: _____
(Name of Bidder)

By: _____

(Printed name and title of person signing above)

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

☐ Check here if documentation is attached.

Name of Bidder:	
By:	
(Signature of Authorized Representative)	
Name:	
Title:	
Date:	

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

PURSUANT TO N.J.S.A. 40A: 11-20

The undersigned Bidder hereby certifies as follows:

The undersigned bidder hereby certifies to the Township of West Orange that he owns, leases or controls all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for. To the extent that the undersigned is not the actual owner or lessee of any such equipment, I have completed and attached hereto the Equipment Source List showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Signed _____

Date _____

STATUS OF PRESENT CONTRACTS

Give full information about all of your contracts; whether private or government contracts; whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

OWNER	PHONE #	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	DATE OF COMPLETION

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the matter of an award of a TOWNSHIP OF WEST ORANGE contract for public work

Certification of Lowest Bidder

_____, of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named _____, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number _____.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted. (3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Foreman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60. I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: _____

Signature: _____

Title: _____

HOLD HARMLESS AGREEMENT

BETWEEN THE TOWNSHIP OF WEST ORANGE

AND

Company Name

Address (Not Post Office Box)

Telephone Number

Organization Type (Individual, Partnership, Non-Profit
Corporation, Corporation, Public Entity)

The bidder awarded the contract under the bid specifications shall indemnify and hold harmless the Township of West Orange, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees incurred or suffered on account of property damage or loss and/or personal injury, including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the bidder, its employees, agents, servants or subcontractors in the performance of the work to be reimbursed pursuant to these specifications or the failure of the bidder, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The bidder further agrees that this indemnification by the bidder shall continue after completion of the contract for all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including attorney's fees resulting from acts or omissions of the bidder, its employees, agents, servants or subcontractors which occur prior to the completion of the contract.

Signed this _____ day of _____ 20__ as

The binding act in deed of _____
Business Name

Authorized Signature

Type or Print Name

Witness

SUBCONTRACTOR LIST

The Contractor shall list below all Subcontractors that will be working on this Project. Business Registration, New Jersey Public Works Contractor Certification and proof of insurance must be submitted prior to award of Contract.

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

Name of Subcontractor

Address/Telephone #

Work to be performed

[illegible]

DATE: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract ◦ of that county in which that public entity is located ◦ of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A.
19:44A-20.26**

County Name: Essex

State: Governor

Legislative District #s: 26, 27, 28, 29, 34, & 40

State Senator and two members of the General Assembly per district.

County:

County Commissioners
County Executive

County Clerk
Surrogate

Sheriff
Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Boards of Education (Members of the Board):

Belleville Town
Bloomfield Township
Caldwell-West Caldwell
Cedar Grove Township
Essex Fells Borough
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Millburn Township
Newark City
North Caldwell Borough
Nutley Town
Roseland Borough
South Orange-Maplewood
Verona Borough
West Essex Regional
West Orange Town

Fire Districts (Board of Fire Commissioners):

NONE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

STANDARD BID DOCUMENT REFERENCE						
Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **TOWNSHIP OF WEST ORANGE** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **TOWNSHIP OF WEST ORANGE** to notify the **TOWNSHIP** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **TOWNSHIP OF WEST ORANGE** and that the **TOWNSHIP** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A. 40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

AMERICAN'S WITH DISABILITIES ACT OF 1990

Date: _____

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the *TOWNSHIP shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

I acknowledge:

Signature of Vendor

FEDERAL NON-DEBARMENT CERTIFICATION

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership

☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of West Orange is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Township of West Orange to notify the Township of West Orange in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of West Orange permitting the Township of West Orange to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of

_____. I further acknowledge: that I am authorized to execute this certification on behalf of the abovenamed organization; that the **Township of West Orange** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **the Township** to notify the **Township** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Township** permitting the **Township** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity

Physical Address

****Add additional sheets if necessary****

OR



The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
☐		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
Add additional Sheets if necessary			
OR			
☐		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of West Orange is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

DUNS / FEDERAL ID NUMBER

The undersigned Bidder hereby affirms the following to be their DUNS / Federal ID number as issued by the United States Federal Government.

DUNS No. _____

Federal ID No. _____

Dated: _____

(Bidder's Firm Name)

(Authorized Signature)

(Name and Title)

INITIAL PROJECT WORKFORCE REPORT - CONSTRUCTION

FORM AA-201

Revised 10/03

STATE OF NEW JERSEY DIVISION OF CONTRACT COMPLIANCE EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.
PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT						
3. NAME AND ADDRESS OF PRIME CONTRACTOR				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD						
(Name)										
(Street Address)				6. NAME AND ADDRESS OF PROJECT						
(City) (State) (Zip Code)				7. PROJECT NUMBER						
4. IS THIS COMPANY MINORITY OWNED ☐ OR WOMAN OWNED ☐				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? ☐ YES ☐ NO						
9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT - CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Division of CC/EEO will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts no later than three (3) days after the contractor signs the contract.

THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY
MARKED "CONTRACTOR". SUBMIT THE THIRD COPY MARKED
"PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDED THE
CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

FORM W-9

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

**Business Registration Certification and Public Works Contractor
Registration Certification**

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

SAMPLE CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	010730	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01		
FORM BRC(08-01)		

Act. Director *John S. Tully*

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Date: 11/16/2023
Expiration Date: 11/15/2025



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
NAME, TITLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

NON TRANSFERABLE

Commissioner, Department of Labor and
Workforce Development

Certificate Number
#####

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

**2025 CDBG ROAD REHABILITATION
STANDISH AVENUE AND FREMONT STREET**

CONTRACT AND AGREEMENT

THIS AGREEMENT made this _____ day of _____, the year of 2026 by and between, THE TOWNSHIP OF WEST ORANGE, in the County of Essex, a municipal corporation of the State of New Jersey, hereinafter called the Owner, party of the first part, and _____ hereinafter called the Contractor, party of the second part:

COVENANT

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises and agreements of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part and for their heirs, executors, administrators, successors and assigns as follows:

Note 1. The subheadings are for convenience of reference only and do not form a part of the Contract Documents.

ARTICLE I - CONTRACT INCLUDES

The Contractor, at his own sole cost and expense, shall furnish all labor, materials, and services necessary for constructing the improvements and completing the grading as shown on the Plans and as specified herein. He will construct, complete and finish the same in the most thorough, workmanlike and substantial manner, in every respect to the satisfaction and approval of the Engineer, in the manner and within the time hereinafter limited, and in strict accordance with the Notice to Bidders, Instructions to Bidders, Proposal, General Conditions of Contract, General Requirements, Specifications and the Plans for the work, which Contract Documents are hereby made a part of this Contract as fully as if the same were repeated at length herein.

ARTICLE II - RATE OF PROGRESS AND TIME OF COMPLETION

The Contractor shall within ten (10) calendar days after the date of the execution of the Contract submit a detailed construction schedule establishing dates of starting and completion of various parts of the work. This schedule will establish how the work proposed can be completed within the time limit specified herein. Thenceforth, the rate of progress shall be such that all construction will be completed within ninety (90) calendar days, unless extensions of time are made for the reason and in the manner stated under the terms of the General Conditions of Contract.

ARTICLE III - DAMAGES FOR FAILURE TO COMPLETE ON TIME

The Contractor shall pay to the owner for each and every calendar day that he shall be in default in completing the work ready for service and/or in completing the entire work within the respective times stipulated, unless the times are extended as provided herein, a sum of two hundred dollars (\$200.00).

This sum is hereby agreed upon not as a penalty, but as liquidated damages which the Owner will suffer by reason of such default. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under the Contract.

In the event the Contractor shall fail to complete the work under this Contract on or before said completion date, then any wages paid by the Owner to any inspector or inspectors necessarily employed by the Owner for any services performed subsequent to the aforesaid completion date shall be deducted from the payments otherwise due from the Owner to the Contractor.

ARTICLE IV - PAYMENT

The Owner, in consideration of faithful performance by the Contractor of all and singular his covenants, promises and agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited and to the satisfaction and approval of the Engineer, the prices stipulated in the said Proposal attached such payment to be made at the times and in the manner herein specified and also agrees to pay, in addition, such amounts as may be agreed upon for modifications and for extra work in accordance with Section 14 of the General Conditions of Contract.

ARTICLE V - PARTIAL AND FINAL ESTIMATES

The Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract, the Owner shall retain two percent (2%) of the amount of each estimate, or the percentage required under New Jersey Statutory Authority, until final completion and acceptance of all work covered by this Contract.

A payment of ninety percent (90%) of the invoiced price of material received at the job site but not incorporated in the work will be included in the monthly estimates, providing the following conditions are satisfied:

1. The materials shall be received in a condition satisfactory for incorporation in the work.
2. The materials shall be stored in such manner that they will not be damaged due to weather, construction operations or any cause.
3. An invoice from the supplier shall be furnished for each item.

4. The Contractor shall furnish written proof of payment of the materials no later than thirty (30) days after receipt of payment.
5. Materials delivered to the job site more than ninety (90) days in advance of their incorporation in the work will not be paid for as materials on hand unless payment is specifically approved by the Engineer.

All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinbefore designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills of which the Owner has written notice, deduct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith. The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d) Damage to another Contractor.

The Engineer shall, as soon as practicable after the completion of the work, make a final certificate of the entire amount of work done under this Contract, and the Owner shall, within thirty (30) days after such final estimate is approved, pay the entire sum so found to be due hereunder, after deducting therefrom all previous payments, and also all percentages and deductions to be retained under any of the provisions of this Contract.

ARTICLE VI - PREVAILING WAGE AND AFFIRMATIVE ACTION REQUIREMENTS

The Contractor shall comply with the provisions of the New Jersey Prevailing Wage Act and shall pay workers employed in the performance of the Contract no less than the minimum wages set forth in the determination of the Commissioner of Labor and Industry, which is marked Appendix A, attached hereto and made a part hereof, and the Contractor shall take such action specified in Section 27 of the General Conditions of the Contract.

The Contractor shall comply with the requirements of Chapter 127 of the Law of New Jersey of 1975 regarding an affirmative action program for equal employment opportunity and the Regulations promulgated thereunder and the Contractor shall take such action specified in Section 26 of the General Conditions of the Contract as is applicable to this Contract.

ARTICLE VII - MISCELLANEOUS PROVISIONS

This Agreement, as set forth herein and in the Contract Documents, constitutes the entire agreement between the Owner and the Contractor, and its terms may not be varied by any employee or agent of the Owner or Contractor.

ARTICLE VIII - DISPUTE RESOLUTION

All claims, controversies and disputes which arise as a result of the work contemplated herein shall be governed by this Article, and shall be resolved pursuant to the procedures described in this Article.

- A. Written Notice. Any claim by the Contractor hereunder must be provided in writing to the Owner, with a copy to the Engineer, within ten (10) days of the discovery of the facts or circumstances upon which a claim is alleged to be based. Failure to provide such written notice shall be deemed a waiver of Contractor's rights hereunder, and shall be a bar to the bringing of any such claim. Verbal notification to the Owner, Engineer or any individuals acting on their behalf shall not be deemed sufficient to comply with this Article.

Every such written notice shall provide a clear and concise description of the facts or circumstances giving rise to the claim, the relief or other action required to remedy the claim, and to the extent known at the time the claim arises, the nature and/or amount of additional costs that may be incurred or additional time for completion that may be required as a result of said claim.

- B. Response to Claim Notice. Upon receipt of the claim, the Owner and the Contractor shall undertake in good faith to resolve the dispute. Within ten (10) days of receipt of a written claim notice, Owner shall respond in writing to Contractor's claim. If the response is sufficient to resolve Contractor's claim, then the parties shall enter into a Memorandum of Claim Resolution (MCR) and said claim will be resolved based upon the terms and conditions included in said MCR. If appropriate, a Change Order may be issued in lieu of an MCR.

- C. If the parties cannot resolve the claim by mutual agreement within fifteen (15) calendar days of the Owner's response, either party shall have the right to request resolution of the dispute by senior management, by providing written notice requesting that a meeting be convened at the job site (or other mutually agreed location), attended by a representative of the Owner, duly authorized to recommend settlement to the governing body, along with a principal of the Contractor and a principal of the Engineer, each of whom shall have the authority to bind their respective firms. Such meeting shall be held not less than ten (10) nor more than fifteen (15) working days after receipt of notice.
- D. In the event that the parties cannot resolve the dispute within twenty (20) days after the first meeting of the principals, then the matter shall be presented to a mutually agreed upon qualified mediator for mediation, pursuant to the Rules of Construction Mediation promulgated by ERI.
- E. Either party shall provide notice to the agreed upon mediator, within ten (1) working days after the time elapsed under "D" above, that the parties have been unable to reach an agreement on the dispute between them. A copy of such notice shall be contemporaneously served upon the other interested parties. Within ten (1) calendar days of the filing of Notice with the mediator, the claiming party shall prepare a clear and concise written statement of the claim, including all supporting documentation and submit it to the mediator with a copy to the other parties. Other parties shall thereafter present a written response to the Affidavit of Claim, singly or jointly, within ten (10) calendar days of receipt thereof. The mediator shall then resolve the matter within forty-five (45) days, unless all parties mutually agree to an extension of time thereof. The mediator shall attempt to reach agreement on an MCR; in the absence of the ability to do so, the mediator shall render a written opinion to all parties. Such opinion shall be admissible in any Court proceedings between or among the parties.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested and sealed pursuant to proper resolutions.

TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX

ATTEST:

By: _____ (Seal)
Township Clerk

By: _____ (Seal)
Mayor

By: _____ (Seal)
Contractor

TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

**2025 CDBG ROAD REHABILITATION
STANDISH AVENUE AND FREMONT STREET**

BOND

KNOW ALL MEN BY THESE PRESENTS that we _____,
Principal, and _____,
Surety, are held and firmly bound unto the TOWNSHIP OF WEST ORANGE, in the COUNTY OF
ESSEX, a municipal corporation of the State of New Jersey, Obligee, in the penal sum of

_____ DOLLARS lawful money of the United States of America, to be paid to the TOWNSHIP OF WEST
ORANGE, in the COUNTY OF ESSEX, for which payment well and truly to be made we hereby
jointly and severally bind ourselves, and our respective heirs, executors, administrators,
successors, and assigns.

Signed this _____ day of _____, 2026.

The condition of this obligation is such that whereas, the above named Principal did on the
_____ day of _____, 2026, enter into a certain Contract with the TOWNSHIP OF
WEST ORANGE, in the COUNTY OF ESSEX, designated as

**2025 CDBG ROAD REHABILITATION STANDISH AVENUE AND FREMONT
STREET**

which said Contract is made a part of this Bond as though fully set forth herein.

Now, if the above-named Principal shall well and faithfully do and perform all the things agreed
by him to be done and performed under said Contract, according to the terms, covenants and
conditions thereof, all and singular, including the fulfillment of all guarantees, and if the above-
named Principal shall pay all lawful claims of subcontractors, materialmen, laborers, persons,
firms or corporations for labor performed or materials, provisions, provender or other supplies of
teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward,
performing or completing of said Contract, and if the above-named Principal shall satisfy any and
all claims against the TOWNSHIP OF WEST ORANGE in the COUNTY OF ESSEX howsoever
originating under the said Contract and shall fully indemnify and save harmless the TOWNSHIP
OF WEST ORANGE in the COUNTY OF ESSEX from any and all cost, loss, damage and
expenses, including legal expenses, which the TOWNSHIP OF WEST ORANGE in the COUNTY
OF ESSEX may suffer by reason of the failure of said Principal to do any of the foregoing, we
agreeing and assenting that this undertaking shall be for the benefit of any subcontractor,
materialman, laborer, person, firm or corporation having a just claim as well as for the TOWNSHIP

OF WEST ORANGE in the COUNTY OF ESSEX, as Obligee, then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no changes, alterations, modifications, omissions, or additions in or to the terms of the said Contract, or in or to the Plans or Specifications therefore or any extension of time for the performance of any of the work covered thereby shall in any way affect the obligation of said Surety on this Bond, and the Surety does hereby waive notice of any and all such changes, alterations, modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Plans or Specifications therefore and of any and all such extensions of time for the performance of any of the work covered thereby.

The purpose of the performance guarantee is to assure the installation of the required improvements, to render the obligor and the Surety liable to the municipality of the reasonable costs of making such improvements if they are not installed properly, and in such case, to provide the means by which the municipality itself may remedy any deficiencies.

Signed, sealed and acknowledged in the presence of:

_____(Seal)
Contractor's Signature

Witness
STATE OF)
) ss:
COUNTY OF)

On this ____ day of _____ in the year 2026,

before me personally came _____, who being known
to me and being of full age and being duly sworn upon his oath deposes and says:

That he resides

at _____,

and that he is the President of

the Corporation described in and which executed the foregoing instrument; that he knows the seal
of said Corporation, that the seal affixed to said instrument is such Corporate seal; that it was so
affixed by order of the Board of Directors of said Corporation and that he signed his name thereto
by like order.

_____(Seal)
(Signature)

_____(Seal)
(Title)

Subscribed and sworn to

before me this ____ day

of _____, 2026.

Notary Public
Commission expires _____
(Notary Seal)

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, NEW JERSEY

**2025 CDBG ROAD REHABILITATION
STANDISH AVENUE AND FREMONT STREET**

GENERAL CONDITIONS

SECTION 1 - CONTRACT DOCUMENTS

The Contract Documents shall consist of Notice to Bidders, Instructions to Bidders, Proposal, Contract and Agreement, General Conditions of Contract, General Requirements, Specifications and Plans, including all modifications and addenda thereof incorporated in any of the documents before execution of the Contract.

SECTION 2 - SPECIFICATIONS AND SUPPLEMENTARY PLANS

The Specifications and Plans are intended to supplement each other, and together constitute one complete set of Specifications and Plans, so that any work exhibited in the one and not in the other shall be executed just as if it has been set forth in both, in order that the work shall be completed in every respect according to the complete design or designs as decided and determined by the Engineer. In the event of a conflict in the Plans and Specifications, the Specifications shall be considered as prevailing. Should the Contractor find that anything is omitted from the Specifications and Plans which is necessary for a clear understanding of the work, or that there is an error in either Plans or Specifications, the Contractor shall promptly notify the Engineer. From time to time during the progress of the work the Engineer will furnish supplementary or working drawings as are necessary to show changes or define the work in more detail and these also shall be considered as Contract Plans.

SECTION 3 - DEFINITIONS

The word "Owner" as used herein shall mean the TOWNSHIP OF WEST ORANGE, the "Party of the First Part," acting through its properly authorized representatives.

The word "Engineer" shall mean the engineer designated by the Owner, whether acting directly or through properly authorized agents, inspectors, or representatives of the Engineer, acting within the scope of duties entrusted to them. The word "Addendum" shall mean a modification of the Contract Documents issued in writing by the Engineer prior to the opening of the bids.

The term "NJSS" shall mean the New Jersey Standard Specifications for Road and Bridge Construction, 2019 Edition.

The term "ASTM" shall mean the American Society for Testing and Materials.

The term "AWWA" shall mean the American Water Works Association.

The term "ASA" shall mean the American Standards Association.

The term "IEEE" shall mean the Institute of Electrical and Electronic Engineers, Inc.

The term "NEC" shall mean the National Electric Code of the National Fire Protection Association.

The term "NEMA" shall mean the National Electric Manufacturers Association.

The term "AWS" shall mean the American Welding Society.

The term "BOCA" shall mean Building Code Officials and Code Administration International, Inc.

The term "ACI" shall mean the American Concrete Institute.

The term "NFPA" shall mean the National Fire Protection Association.

The words "as described," "as required," "as permitted," "as allowed," or phrases of like effect or import as used herein shall mean that the direction, requirement, permission, or allowance of the Engineer is intended, and similarly, the words "approved," "reasonable," "suitable," "properly," "satisfactory," or words of like effect or import, unless otherwise particularly specified herein, shall mean approve, reasonable, suitable, properly, or satisfactory in the judgment of the Engineer.

SECTION 4 - ENGINEER'S DECISIONS

All work under this Contract shall be done to the satisfaction of the Engineer who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He shall also decide all questions which may arise as to the fulfillment of the terms of the Contract by the Contractor, and as to the intent and purpose of the Contract Plans and Specifications. The determination of the Engineer in all such matters shall be final and binding upon the parties thereto.

SECTION 5 - INSPECTION

The Owner, at his own expense, has appointed and employed the Engineer whose duty it is to observe and inspect, in the Owner's interest, the materials furnished, and the work done as the work progresses in order to insure full and complete compliance with the Contract. It is agreed that the Owner may also, at its pleasure and at its own expense, appoint and employ such other persons as may be necessary for those purposes. The Engineer and all such other persons referred to shall have unrestricted access to all parts of the work and to other places at and in which the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted and shall be given by the Contractor all facilities and assistance required to carry out their work of observation and inspection.

It is not the function of the Engineer to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. Nevertheless, the Contractor agrees that any method of procedure, which in the opinion of the Engineer does not achieve the required results or quality of the work specified, shall be discontinued immediately upon the order of the Engineer.

The Engineer shall have the authority to reject any work, or materials, or any part thereof, which does not in his opinion conform to the Plans, Drawings, Specifications, and Contract, and it shall be permissible for him to do so at any time during the progress of the work and until its acceptance.

No work shall be done except in the presence of designated representatives of the Owner or the Engineer and no material of any kind shall be used upon the work until it has been inspected and accepted by such duly authorized representatives. All materials rejected shall be removed immediately from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective or not of the quality or character required by the Plans and Specifications shall be remedied at once regardless of previous inspection.

Such inspections shall not relieve the Contractor from any obligation to perform such work strictly in accordance with the Plans and Specifications and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Owner without reference to any previous oversight or error in inspection.

It is also understood that representatives of the State shall have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

SECTION 6 - OBLIGATION OF CONTRACTOR

The Contractor shall, at his own cost and expense, provide any and all manner of superintendence, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power transportation, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage, and make good all injury to the same occurring before the completion of this Contract. The Contractor shall employ only competent people and shall provide an experienced superintendent who shall be present at all time that work is in progress. The Contractor shall also provide experienced foremen on each part of the work.

The Contractor shall, at his own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such of the precautions as may be necessary to protect life, property, and structures, and shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen. He shall provide access at all times to private property.

SECTION 7 - PATENT RIGHTS

The Contractor shall indemnify and save harmless the Owner and its officers, agents, and representatives from all claims for damages, arising from the infringement or alleged infringement of any letters patent or patent rights covering any material, appliance, or device used in or upon the work or any part thereof.

All royalties for patents or patent infringement claims that might be involved in the construction of the work shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at the time for such and shall be liable for any damages or claims for patent infringements; and the Contractor shall at his own expense defend any and all suits or proceedings that may be instituted against patent or patents involved or alleged to be involved in the work and in case of an award of damages, the said Contractor shall pay such award.

SECTION 8 - DEFENSE OF SUITS

In case any action at law or suit in equity may or shall be brought against the Owner or any of its representatives or agents for or on account of the failure, omission, or neglect of the Contractor or his or their employees or agents to do and perform any of the covenants, acts, matters, or things by this Contract undertaken or to be done or performed by the Contractor or his subcontractors, or his or their employees or agents, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors, his or their employees or agents, the Contractor shall indemnify and save harmless the Owner, its representatives, agents, and servants of and from all loss, cost, damage, expense, judgment, or decrees whatever arising out of such actions or suits as may or shall be brought as aforesaid.

SECTION 9 - PERMITS, LAWS, AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and current ordinances and regulations and City, County, State, or National laws in any way limiting or controlling the actions or operations of these engaged upon the work or affecting the materials supplied to or by them. He shall at all times observe and comply with all such valid and legally binding ordinances, laws, and regulations, and shall protect and indemnify the Owner and its representatives and agents against any claim or liability arising from or based on any violation of the same. He shall take out and carry appropriate employer's liability insurance and public liability insurance. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract.

SECTION 10 - ASSIGNMENT OF CONTRACT

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising or monies due or to grow due thereunder, without formal approval of the Owner.

SECTION 11 - SUBLETTING

No part of the work embraced in this Contract shall be sublet or in any way removed from the control of the Contractor except with the written consent of the Owner, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere.

SECTION 12 - COMPLETION OF WORK BY OWNER

If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions of covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work be not fully completed within the time named in the Contract for its completion, or within the time to which the completion of the Contract may be extended by the Owner, the Owner may notify the Contractor to discontinue all work, or any part thereof under this Contract, by a written notice to be served upon the Contractor, as herein provided; and the Contractor shall within five (5) days of the service of said notice discontinue the work, or such part thereof, and Owner shall thereupon have the power to contract for the completion of the Contract in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete session of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work and to procure other materials and equipment for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the Owner out of such monies as may be due or may at any time thereafter grow due to the Contractor by virtue of this Contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner; and in case such expense shall be less than the amount which would have been payable under this Contract if the same had been completed by the Contractor, the Owner shall pay such difference to the Contractor.

SECTION 13 - CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify and save harmless the Owner from all claims for labor done and for materials furnished under this Contract, or any alterations or modifications thereof and shall furnish the Owner with satisfactory evidence, when called for by it, that all persons who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the Owner to meet the claims of the persons aforesaid shall be retained, in addition to any other monies due the Contractor under this Contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

SECTION 14 - MODIFICATIONS AND EXTRA WORK

The Contractor in entering into this Contract understands that the Owner reserves the right to modify the arrangement, character, or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Minor changes in the work not involving extra cost and not inconsistent with the purpose of the work may be made by verbal order, but no modifications involving substantial extra work or changes shall be made unless ordered by the Engineer. The Contractor shall and will accept such modifications when ordered in writing by the Engineer, and the same shall not vitiate or void this Contract. Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation. If such modifications result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made.

SECTION 15 - PAYMENT FOR EXTRA WORK

The Contractor agrees that he will accept as full compensation for extra work, the unit prices bid, where such are applicable; and for such items as are not properly covered by unit prices, a lump sum agreed upon as reasonable by the Engineer and the Contractor. If an agreement cannot be made on payment for extra work on a unit price or lump sum basis, the Contractor will accept as full compensation the necessary labor, including insurance and payroll taxes, equipment rental and materials, plus fifteen (15%) percent which covers superintendence, the use of tools and plant, and other overhead expenses and profit. In case the extra work is performed by a previously approved subcontractor, the total allowance which covers superintendence, the use of tools and plant, and other overhead expenses and profit shall be twenty (20%) percent instead of fifteen (15%) percent as stated above.

Equipment rental charges shall be the prorated charge actually paid by the Contractor in the case where equipment is rented, except that this rental charge shall not exceed the latest rental rates compiled by the Associated Equipment Distributors. If the equipment is owned by the Contractor, the equipment rental charge shall be prorated on the basis of the monthly rates compiled by the Associated Equipment Distributors. All fuel and lubrication costs will be paid for separately.

The Contractor agrees to prosecute such extra work with all reasonable diligence, and to employ thereon competent people. The Contractor shall give the Engineer access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Engineer before the thirtieth (30) day of the month following that during which each specific order was complied with by him.

SECTION 16 - CLAIMS FOR UNAUTHORIZED EXTRA WORK

If the Contractor performs work which he considers is not included under any of the items of the Contract and which has not been specifically ordered in writing by the Owner as extra work, he shall make a claim for extra payment for such work, with detailed cost data to support his claim, within thirty (30) days after the said work is performed. Should such work extend over a period

of more than thirty (30) days, he shall submit monthly records of all cost data relating to the claim for extra payment of such work.

SECTION 17 - GUARANTEE

The Contractor agrees the work done under this Contract, and that the materials furnished by him and used in the construction of the same are free from defects or flaws, and the guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the Owner. It is hereby, however, agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

SECTION 18 - REPAIRS FOR ONE YEAR

The Contractor further agrees that he will furnish prior to payment of the final estimate, a certificate from his surety stating that the Performance Bond covers the above one-year guarantee. The Contractor shall make such repairs on the work as may be required by the Contractor's guarantee. In the event the Performance Bond does not provide a one-year guarantee, a separate Maintenance Bond in an amount equal to ten (10%) percent of the amount of the Contract shall be posted.

SECTION 19 - RATE OF PROGRESS AND SEQUENCE OF WORK

The Contractor shall, within ten (10) days after the date of the execution of the Contract, submit a construction schedule showing dates of starting and completion of various parts of work. Thenceforth, the rate of progress shall be such that the whole work will be completed and the grounds cleaned up within the time stated in the Contract.

The Engineer shall direct and order the location and sequence of work. If at any time before the commencement or during the progress of the work, the materials, labor and appliances used or to be used by the Contractor appear to the Engineer to be insufficient or improper for securing the quality of work required or the required rate of progress, the Engineer may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand any such increase or efficiency or any such improvements shall not release the Contractor from his obligation to secure the quality of the work or the rate of progress specified.

SECTION 20 - EXTENSION OF TIME

The Contractor expressly covenants and agrees that in undertaking to complete the work sufficiently to permit operation of major units and to complete the entire work within the time stated in the Contract, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions or omissions therein ordered

in writing by the Engineer, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection or war, or by the abandonment of the work by the workmen engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay or default of any other Contractor of the Owner, the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance notify the Engineer thereof in writing, and thereupon and not otherwise the Contractor shall be allowed such reasonable additional time for the completion of the work as the Engineer in his discretion and authority on behalf of the Owner shall award in writing.

SECTION 21 - LIABILITY OF CONTRACTOR FOR EMPLOYEES

Each and every employee of the Contractor, and each and every employee of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Owner. The Contractor shall in no manner be relieved from responsibility or liability on account of any fault or delay in the execution of the said work or any part thereof by any such employee, or any such subcontractor, or any materialmen, whatsoever.

SECTION 22 - NO WAIVER OF RIGHTS

No certificate given or payment made under this Contract shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Owner or of the Engineer, or of any representative of either of them in inspecting the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or of materials used therein or therefore, either wholly or in part. Before any final payment shall be allowed, the Contractor will be required, and he hereby agrees, to sign a statement that he accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this Contract, and furthermore that all claims on account of work done and materials furnished under this Contract, and furthermore that all claims for materials provided or labor performed have been paid or satisfactorily secured. No waiver of any breach of this Contract by the Owner or anyone acting for it or on its behalf shall be held as a waiver of any other or subsequent breach thereof.

SECTION 23 - VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of the Engineer or other representatives of the Owner, and such statements shall not be effective or be constructed as entering into or forming a part of, or altering anyway whatsoever the written agreement.

SECTION 24 - RELEASE OF LIABILITY

No person or corporation other than the signer of this Contract as Contractor now has any interest hereunder, and no claim shall be made or be valid, and neither the Owner or any employee or

agent thereof shall be liable or be held acceptable for damages caused by the Contractor. Acceptance by the Contractor of the final payment shall operate as and shall be a release to the Owner and every representative and agent thereof from all claims and liability to the Contractor for anything done or furnished for, or relating to the work or for any act or neglect of the Owner or any person relating to or affecting the work.

SECTION 25 - SUBSTITUTION CLAUSE

Wherever in the Plans and Specifications any item of equipment or material is designated by reference to a particular brand, manufacturer, or trade name, it is understood that an approved equal product, acceptable to the Engineer may be substituted by the Contractor.

SECTION 26 - AFFIRMATIVE ACTION PROVISION FOR CONSTRUCTION CONTRACTS

Affirmative Action Provisions for Construction Contracts is referenced to PL 1975, C. 127, NJSA 10:5-31 et seq. and NJAC 17:27.

EXHIBIT A

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with NJAC 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at NJAC .17:27.**

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
NJSA 10:5-31 ET SEQ., (PL 1975, C. 127)
NJAC 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of

LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement.

However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

SECTION 27 - PREVAILING WAGES

A. Payment of Prevailing Wages

In accordance with the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, the Contractor and any subcontractor shall pay to workmen wages which are not less than the prevailing wages set forth herein and made a part of this Contract. In the event that any such prevailing wage is increased prior to the award of this Contract, then the increased prevailing wage or wages shall apply and supersede those set forth herein.

B. Failure to Pay Prevailing Wages

In the event that it is found that any workmen employed by the Contractor or any subcontractor pursuant to this Contract is paid less than the required wage, then the

Owner may terminate the Contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and the Owner may then prosecute the work to completion or otherwise. The Contractor and the Surety shall be liable to the Owner for any excess costs occasioned to the Owner by reason of termination of the Contract and completion of the work in accordance with this provision.

C. Posting and Records of Prevailing Wages

The Contractor and any subcontractor shall post the various prevailing wages for each craft, trade or classification of workmen, including the effective dates of any changes thereof in a prominent and easily accessible place at the site of the work and at such place or places as are used for the payment of wages to workmen.

The Contractor and any subcontractor shall keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by the Contractor or subcontractor, as the case may be, in connection with the performance of this Contract for two (2) years from the date of payment.

D. Certifications of Wages Due

Before final payment is made under this Contract, the Contractor and any subcontractor shall file written statements with the Owner certifying to the amounts then due and owing to any and all workmen for wages due on account of work performed under the Contract. The statements shall set forth the names of the persons whose wages are unpaid and the amount due to each. The statements must be verified by the oaths of the Contractor or subcontractor, as the case may be. All such statements shall be filed with the Treasurer of the Owner.

SECTION 28 – CDBG REQUIREMENTS

A. Comply with the attached "Meeting Federal Labor Standards for Community Development Block Grant (CDBG) Funded Projects".

B. All bidders are required to register in the System for Award Management (SAM), which will provide a cage code number. A Dun & Bradstreet (DUNS) number will be required to be able to register in SAM. Be advised the registration process can take up to four (4) weeks. You may register for these numbers at the following web addresses:

<https://www.dnb.com/duns-number.html> & <https://sam.gov/SAM/>

C. PROJECT FUNDING AND PAYMENT

This project is partially funded by the Community Development Block Grant (CDBG) program. Contractor is herein advised that request for payment will **NOT** be paid until all requirements of the CDBG program are satisfied for payment to be released.

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, NEW JERSEY

**2025 CDBG ROAD REHABILITATION
STANDISH AVENUE AND FREMONT STREET**

GENERAL REQUIREMENTS

1. LOCATION AND DESCRIPTION OF WORK

The work generally consists of approximately 3,000 linear feet of granite curb, 800 square yards of sidewalk, 5,300 square yards of HMA milling, and 800 tons of hot mix asphalt surface course, crosswalk striping, replacement of various inlet casting & inlet reconstruction and related improvements; all in accordance with the form of proposal, contract and specifications prepared by Township of West Orange Department of Engineering, 25 Lakeside Avenue, West Orange, New Jersey.

2. LINES AND GRADES

The Contractor is responsible for performing the construction stakeout as part of the project. Grade sheets will be required where noted on the Construction Plans.

3. EXPLOSIVES AND BLASTING

Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State, County or Local government and with such additional regulations as the Engineer may require. Blasting shall be conducted so as not to endanger persons or property; and unless otherwise permitted, the Contractor shall be responsible for and shall make good any damage of whatever nature caused by blasting or accidental explosions.

4. WORKING CONDITIONS

The Contractor shall provide working conditions on each operation that shall be safe and as healthful as the nature of the work permits. He shall inform himself of and shall comply with all safety and sanitary rules, laws and regulations. The Contractor shall maintain a safe drinking water supply readily available to all workers.

A sufficient number of chemical type sanitary structures shall be provided for workmen on the project. They shall be located near the points of work. They shall be cleaned daily and shall be adequately serviced.

5. CARE AND PROTECTION OF WORK

From the commencement of work until the completion of the same, the Contractor shall be solely responsible for the protection and care of the work covered by the Contract and for the material delivered to the site. All injury, damage or loss of the same from whatever cause, shall be made good at his expense. He shall take all necessary precautions to prevent injury or damage to the work by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to approval by the Engineer.

6. SHOP DRAWINGS

The Contractor shall furnish shop drawings, descriptive literature and other required information for all manufactured items. Five (5) copies shall be submitted to the Engineer for approval prior to fabrication. Approval by the Engineer of shop drawings for any material apparatus, device and layout shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the Contractor from responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the Engineer of the deviations in writing, including the reasons for the deviations. Prior to the submittal of shop drawings of manufactured items, the Contractor shall check and approve the drawings. He shall indicate his approval by initials and date, and shall also indicate by reference the specifications and/or plan which covers the item.

7. MATERIALS AND MANUFACTURED ARTICLES

All material and workmanship shall be subject to the approval of the Engineer and shall be in conformity with the approved modern practice.

Wherever available, only manufactured and farm products of the United States shall be used in the performance of the work.

When a reference is made in the Contract Documents to standards or specifications of associations such as AWWA, ASTM or others, the provisions of the latest revision of the standard or specifications shall be applicable.

In all cases, new materials in first-class condition shall be used, unless this provision is waived by notice from the Owner or the Engineer in writing. In general, wherever the Contract Documents show or specify a particular make of material, manufactured article, device or equipment, it shall be regarded as a standard.

If two or more makes of material, manufactured articles, devices or equipment are shown or specified, each should be regarded as the equal of the other.

Any other make of material, manufactured article, device or equipment which is the recognized equal of that specified and is suitable for the purpose intended, will be accepted upon approval by the Engineer, whose decision shall be final.

In the event the Contractor obtains the Engineer's approval for the use of equipment other than that which is shown on the plans or specified herein, the Contractor shall at his own expense make any changes in the structures, buildings or piping necessary to accommodate the equipment.

8. WORK IN BAD WEATHER

During freezing, stormy or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

9. NIGHT AND SUNDAY WORK

Unless otherwise especially permitted, no work shall be done between the hours of 6:00 PM and 7:00 AM, nor on Sunday, except as necessary for the proper care and protection of work already performed. If it shall become absolutely necessary to perform work at night or on Sunday, the Engineer shall be informed at least twenty-four (24) hours in advance of the beginning of performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done.

10. CONTRACTOR'S OFFICE

The Contractor shall not be required to maintain an office at the site of the work during the period of construction. Copies of the Contract and working drawings and of the specifications shall be maintained at the project site by the Contractor at all times while work is progressing.

11. RESIDENT ENGINEER'S OFFICE

It will not be necessary for the Contractor to construct or maintain an office for the sole use of the Resident Engineer.

12. SANITARY, WATER SUPPLY AND ELECTRICAL ENERGY REQUIREMENTS

The Contractor shall provide at convenient places on or near the work proper sanitary accommodations. They will be subject to the inspection of the Engineer and shall at all times be constructed and maintained in a manner satisfactory to him and their use shall

be strictly enforced. The Contractor shall make his own arrangements for obtaining the electrical energy and a water supply necessary for construction purposes.

13. PUBLIC SAFEGUARDS

The Contractor agrees to conduct the work at all times in such a manner that public travel shall not be inconvenienced needlessly, nor shall it be wholly obstructed at any point. He further agrees to be responsible for all legal notices and signals to the public of the state of the roads while the work is in progress, providing watchmen, barricades, red lights, danger and warning signs and such other precautions necessary to protect life and property in accordance with the "Manual on Uniform Traffic Control Devices".

14. STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wood platforms and covered, or stored in a suitable building as directed by the Engineer. Stored material shall be located so as to facilitate prompt inspection.

15. BARRIERS

The Contractor will be responsible for the satisfactory repair and maintenance of all fences, walls, driveways, barriers crossed or damaged by him during the course of construction.

16. PROPERTY MARKERS DISTURBED

The Contractor shall, at his own expense, retain the services of a licensed surveyor to replace property markers on or adjacent to privately owned property which have been disturbed during the course of construction.

17. COOPERATION WITH UTILITIES

It shall be the responsibility of the Contractor to arrange for all utility work essential for the completion of the project and to coordinate the work carried on by public utilities with his own work in order to eliminate delay of the project. The Contractor shall cooperate with the utility company in the removal, relocation and replacement of such structures. Wherever underground utilities are encountered, the Contractor shall take special precautions to prevent breakage and interruption of service. Where such lines require relocation before the work can proceed, the UTILITY COMPANY shall be promptly notified of the fact and will relocate such lines. It shall also be the Contractor's responsibility to assure that any work done by public utilities or their contractors is in conformity with the Plans and Specifications for the project. No compensation or extension of contract time

will be allowed the Contractor for corrective measures required by the Engineer for delays to the work caused by failure to comply with this provision.

It shall be the Contractor's responsibility to assure that all excavation and backfilling for all subsurface installations including those of the utility companies, shall be done in accordance with the Specifications, including restoration of road surface until such time as the removal of existing pavement is necessary for reconstruction of the road.

Failure of the Contractor to take proper action to correct any defective work, materials, operations and/or maintenance of traffic, all as specified herein, within the time specified by the Engineer, will be cause for the Engineer to halt work and have same done by others at the expense of the Contractor with no extension of contract time permitted.

18. CONTRACTOR'S EMPLOYEES

The Contractor shall be represented on the project site at all times when work is in progress by an experienced superintendent. Only skilled foremen and workmen shall be employed on work requiring special qualifications.

19. CLEANUP

During the progress of the work, the Contractor shall keep the site in a generally neat condition. Lunch papers, bottles, lumber cutoffs, drinking cups and like rubbish shall be removed from the site daily. The work shall be cleaned up as the various portions of the project are completed. Upon the completion of the work and before acceptances and final payment shall be made, the Contractor shall, except as otherwise expressly directed or permitted in writing, clean and remove from the sites and adjacent property all surplus and discarded materials, rubbish and temporary structures. He shall restore in an acceptable manner all property which has been damaged during the prosecution of the work and leave the whole in a neat and presentable condition. There shall be no extra payment for cleanup, said costs to be included in the prices bid for the various items.

20. EXCAVATED AND WASTE MATERIAL

Unless otherwise directed by the Engineer, the Contractor shall be responsible, at his own cost and expense, for the removal from the site of the work, as well as disposal in a manner meeting all requirements of law, of all excess excavated material and all other waste material generated during the performance of the Contract.

21. NOTICE TO RESIDENTS

It shall be the sole responsibility of the Contractor to notify any resident at least 24 hours in advance when access to this driveway or property will be restricted. The notice shall be in writing and shall state the date, reason and approximate length of time of the inconvenience.

22. MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall plan and carry out his work to provide for the convenient and safe passage of both vehicular and pedestrian traffic through the worksite area and along all detours if necessary.

As noted on the Construction Plans, the road will be permitted to be closed from 8:00 a.m. to 5:00 p.m., Monday through Friday.

The Contractor shall furnish, erect or place, and maintain, in good condition, barricades, signs, lights, traffic cones, barrels and pavement markings, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval, at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic or to completed work. This plan shall be reviewed and subject to approval by the Engineer.

No outside employment job can be accepted without pre-payment of all necessary fees. If for unknown reasons the officers must work past the time requested, you will be billed for the extra time. When the officer works less than the time requested and you have pre-paid all fees required, you will be issued a refund.

23. COORDINATION WITH TOWNSHIP OPERATIONS

The Contractor shall perform his work so as not to disrupt the day to day use of the facilities. The work shall be coordinated with the Maintenance Supervisor who is to be notified in advance of specific work items that the Contractor will perform.

SUPPLEMENTAL SPECIFICATIONS

STANDARD SPECIFICATIONS

The Standard Specifications of the New Jersey Department of Transportation for Road and Bridge Construction dated 2019 as amended and augmented by the Supplementary Specifications shall govern the construction of this project and the execution of the Contract.

The attention of the bidders is specifically directed to provisions of such Specifications, which are hereby made a part hereof, as if fully set forth at length.

The Supplementary Specifications are as follows:

PART I. ROADWAY AND BRIDGE SUPPLEMENTAL SPECIFICATIONS

Pages 1 to 66 inclusive

TOWNSHIP OF WEST ORANGE - SUPPLEMENTAL SPECIFICATIONS AND GENERAL
PROVISIONS

TABLE OF CONTENTS

DIVISION 100 – GENERAL PROVISIONS.....	4
SECTION 101 – GENERAL INFORMATION.....	4
SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS	5
SECTION 104 – SCOPE OF WORK.....	6
SECTION 105 – CONTROL OF WORK	6
SECTION 107 – LEGAL RELATIONS.....	7
SECTION 108 – PROSECUTION AND COMPLETION	8
SECTION 109 – MEASUREMENT AND PAYMENT	10
DIVISION 150 – CONTRACT REQUIREMENTS	11
SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND	11
SECTION 154 – MOBILIZATION.....	11
SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL.....	12
SECTION 159 – TRAFFIC CONTROL.....	13
SECTION 160 – PRICE ADJUSTMENTS.....	14
DIVISION 200 – EARTHWORK.....	17
SECTION 201 – CLEARING SITE	17
SECTION 202 – EXCAVATION.....	18
SECTION 204 - DISPOSAL OF CONTAMINATED SOIL.....	22
DIVISION 300 – SUBBASE AND BASE COURSES	28
SECTION 301 – SUBBASE AND BASE COURSES	28
SECTION 302 – AGGREGATE BASE COURSE	28
DIVISION 400 – PAVEMENTS.....	29
SECTION 401 – HOT MIX ASPHALT (HMA) COURSES	29
DIVISION 600 – MISCELLANEOUS CONSTRUCTION	31
SECTION 601 – PIPE.....	31
SECTION 602 – DRAINAGE STRUCTURES	31
SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS	32
SECTION 607 – CURB	37
SECTION 609 – BEAM GUIDE RAIL.....	39
SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS 	41
SECTION 612 – SIGNS.....	43
DIVISION 650 – UTILITIES	44
SECTION 651 – WATER	44
SECTION 652 – SANITARY SEWERS	44
SECTION 653 – GAS	45
DIVISION 800 – LANDSCAPING.....	46
SECTION 804 – TOPSOILING.....	47
SECTION 806 – FERTILIZING AND SEEDING	47
SECTION 809 – MULCHING	48
SECTION 811 – PLANTING.....	48
DIVISION 900 – MATERIALS	54
SECTION 902 – ASPHALT	54

SECTION 917 – LANDSCAPING MATERIALS.....	57
SECTION 919 – MISCELLANEOUS.....	57
DIVISION 1000 – EQUIPMENT	59
SECTION 1009 – HMA PLANT EQUIPMENT	59
NJDOT TEST METHODS.....	60

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.03 TERMS

THE FOLLOWING TERMS ARE CHANGED.

actual cost: The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors. See 104.03.08.

Completion.

THE FOLLOWING ITEM IS ADDED

4. The Township of West Orange has passed resolution to accept the project and issue final payment.

Contract Time. Contract time begins upon the issuance of the notice to proceed.

Department. Township of West Orange, as created by law, acting through duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

Full Traffic Access. All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

ME. The intent and meaning are changed to: West Orange Township Engineer or his duly authorized representative.

RE. The intent and meaning is changed to: West Orange Township Engineer or his duly authorized representative.

Specifications. The compilation of provisions and requirements for the performance of prescribed work contained in the Standard Specifications, as supplemented by the Supplemental Specifications and Special Provisions, as modified by addenda (which before receipt of bids are posted on the bid notice webpage, See Section 101.04).

1. Standard Specifications. 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, approved for general application and repetitive use.
2. Supplemental Specifications and General Provisions. Approved additions and revisions to the Standard Specifications plus the revisions and additions applicable to an individual project.

State. The intent and meaning are changed to: Township of West Orange.

THE FOLLOWING TERMS ARE ADDED.

Commissioner. The intent and meaning are changed to: Township of West Orange.

Construction Operations Completion Date. The date of acceptance that all construction work has been completed to the satisfaction of the RE as outlined in Section 108.19.

Township. Township of West Orange, as created by law, acting through duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

Engineer. The intent and meaning are changed to: The West Orange Township Engineer or his duly authorized representative.

Notice to Proceed. Written notice provided by the Township to the Contractor to authorize the start of construction operations.

101.04 INQUIRIES REGARDING THE PROJECT

THIS SUBSECTION IS CHANGED TO:

Submit inquiries regarding the various types of work in this contract to the following:

Zayibeth Carballo, P.E., P.L.S., P.P.
Director/Township Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052
Phone (973) 325-4160 Fax
(973) 669-9588
zcarballo@westorange.org

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

ITEM 3 OF THE FIRST PARAGRAPH IS DELETED.

102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS

THIS SUBSECTION IS DELETED IN ITS ENTIRETY.

102.03 REVISIONS BEFORE SUBMITTING A BID

THE SECOND PARAGRAPH IS CHANGED TO:

ADDENDA SHALL BE PROVIDED DIRECTLY TO THE BIDDERS.

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

DELETE THE SECOND SENTENCE IN THE FIRST PARAGRAPH.

DELETE THE THIRD PARAGRAPH.

THE SIXTH AND SEVENTH PARAGRAPHS ARE DELETED.

102.09 PROPOSAL BOND

THE SECOND PARAGRAPH IS REPLACED WITH THE FOLLOWING:

Refer to the front end of these specifications for Proposal Bond requirements.

102.10 SUBMISSION OF BIDS

THE FIRST AND SECOND PARAGRAPHS ARE DELETED AND REPLACED WITH THE FOLLOWING:

Refer to the front end of these specifications for submission of bids requirements.

THE SEVENTH AND EIGHTH PARAGRAPHS ARE DELETED.

102.11 WITHDRAWAL OF BIDS

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

A Bidder may withdraw a bid after it has been submitted to the Township, provided the request for such withdrawal is received by the Township in writing or by fax, before the time set for bid opening.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.04 EXECUTION OF THE CONTRACT

THE FIRST PARAGRAPH IS REPLACED WITH THE FOLLOWING:

The Contract will be mailed to the successful bidder upon intent to award. The Contract shall be signed by the successful bidder and returned together with the Performance Bond, Payment Bond, and the appropriate Certificates of Insurance prior to the date of award of the Contract. The Contract will be signed by the Township on the date of award of the Contract. The Contract shall not be considered as effective until it has been fully executed.

103.06 FAILURE TO EXECUTE CONTRACT

CHANGE THE LAST SENTENCE IN THE SECOND PARAGRAPH TO:

The filing of such notice has the same force and effect as the failure of the Bidder to execute the Contract and furnish a performance bond, payment bond, and certificates of insurance within the time specified in Section 103.04.

SECTION 104 – SCOPE OF WORK

104.01 INTENT

ADD THE FOLLOWING:

The work to be performed under this contract shall include:

104.03 CHANGES TO THE CONTRACT

104.03.03 Types of Changes

3. Changes in the Character of Work.

THE FOLLOWING IS ADDED AFTER THE THIRD PARAGRAPH

For Differing Site Conditions:

1. N.J.S.A. 40A:11-16.7 shall govern a changed site condition for all construction contracts issued by the Township of West Orange.

2. In accordance with N.J.S.A. 40A:11-16.7 (d.4) the Township of West Orange has set a limitation of 10% for both profit and overhead as applicable for quantities above 120% of the original bid.

SECTION 105 – CONTROL OF WORK

105.01.01 RE

DELETE THE LAST SENTENCE IN THE SECOND PARAGRAPH AND THE ASSOCIATED LIST OF ITEMS.

105.01.02 Inspection

DELETE THE SECOND PARAGRAPH AND REPLACE WITH THE FOLLOWING:

Each part or detail of the Work is subject to inspection by the RE. If the RE determines that any Work requires special inspection, testing, or approval not specified in the Contract, the RE will perform such inspection, testing, or approval using Township services, by contracting with others for such services, or by instructing the Contractor to order special inspection, testing, or approval. If such special inspection or

testing reveals a failure of the Work to comply with the requirements of the Contract, or with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Township's additional services made necessary by such failure. If tests reveal no such failure, the Township will bear such costs, and a Supplementary Agreement will be negotiated.

105.04 PLANS AND SPECIFICATIONS

DELETE THIS SUBSECTION IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

The Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. All components are complementary and describe and provide for the general completion of the Project. The Contractor shall keep one set of Plans, Standard Specifications, Supplemental Specifications and General Provisions, and Standard Details available on the Project site at all times.

In case of discrepancy, calculated dimensions will govern over scaled dimensions; Plans will govern over Specifications; Contract Documents will govern over Working Drawings, Right-of-Way Plans will govern over Plans when setting monuments; and Supplemental Specifications will govern over Standard Specifications.

105.07 COOPERATION WITH UTILITIES

105.07.01 Working In The Vicinity Of Utilities

A. Initial Notice.

THE FOLLOWING IS ADDED:

Bidders are advised to verify the above information as its accuracy and completeness is not guaranteed by the Township.

E. Damage.

THIS SUBPART IS REPLACED WITH THE FOLLOWING:

The Contractor shall protect, support, and secure all in-place utility facilities so as to avoid damage to them and any interruption of service. The Contractor shall not temporarily move existing or completed utility facilities without the Utility(s) written consent, and the facilities shall be as safe and permanent at completion as they were before the Contractor's involvement. In the event the Contractor damages a utility facility, including property service connections, the Contractor shall notify the Utility(s) immediately. The Utility(s) may complete the repairs or allow the Contractor to complete the repairs, with the Contractor responsible for any applicable time and expense.

Should the Contractor, for its own convenience, cause the Utility(s) to incur costs or delay the Utility(s), or incur costs without prior written approval of the Resident Engineer, the Contractor shall be responsible for these costs and delays.

SECTION 107 – LEGAL RELATIONS

107.01 LEGAL JURISDICTION

107.11 RISKS ASSUMED BY THE CONTRACTOR

107.11.01 Risks

1. Damage Caused by the Contractor.

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

The Contractor agrees that he shall have no right to nor shall he make any claim whatsoever for damage or additional compensation by reason of the engineer revising the stage construction or the

maintenance of traffic requirements of the Contract. An extension of time may, however, be granted if appropriate under subsection 108.11.

107.11.02 General Insurance.

THIS SUBPART IS REPLACED BY THE FOLLOWING:

REFER TO THE FRONT END OF THESE SPECIFICATIONS FOR GENERAL INSURANCE REQUIREMENTS.

107.14 Patented Devices, Materials, and Processes

THE SECOND PARAGRAPH IS DELETED.

SECTION 108 – PROSECUTION AND COMPLETION

108.02 COMMENCEMENT OF WORK

THE SECOND PARAGRAPH IS REPLACED WITH THE FOLLOWING:

Provide written notice to the contact provided in 101.04 of the date when construction operations will begin. Do not begin construction operations before the date provided and the receipt of the Notice to Proceed.

THE SEVENTH PARAGRAPH IS REPLACED WITH THE FOLLOWING:

The Contractor is not entitled to payment or an extension of Contract Time for any delay, hindrance, or interference before the first day of Contract Time.

108.04 WORK SITE AND STORAGE

THE FOLLOWING IS ADDED:

Private property shall not be used for storage purposes without written permission of the owner or lessee, and any other approvals, including those as specified in 107.01.02. Copies of such written permission shall be furnished to the RE before storage.

Materials shall be stored to ensure the preservation of their quality and fitness. Stored materials, even though approved before storage, may again be inspected before their use on the Project. Stored materials shall be located so as to facilitate their prompt inspection. With the approval of the RE, portions of the ROW may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space must be provided by the Contractor at the Contractor's expense. Equipment and materials shall be placed behind traffic control devices, or stored more than 30 feet from the traveled way. Furnishing, placing, and removing the traffic control devices shall be at no Additional Compensation. No materials shall be stored within restricted areas noted on the plans or in regulated environmental areas.

108.07 TRAFFIC CONTROL

108.07.01 Interference

THE SIXTH PARAGRAPH IS DELETED AND REPLACED WITH THE FOLLOWING:

The Contractor agrees that he shall have no right to nor shall he make any claim whatsoever for damage or additional compensation by reason of the engineer revising the stage construction or the maintenance of traffic requirements of the Contract. An extension of time may, however, be granted if appropriate under subsection 108.11.

THE FOLLOWING IS ADDED:

The contractor is responsible for coordinating all traffic control operations with the police department. Work which will interfere with traffic or restrict the width of traveled way available for traffic shall not be performed on Saturdays, Sundays, or Legal Holidays unless approved by the RE.

108.09 MAINTENANCE WITHIN THE PROJECT LIMITS

THE FOLLOWING IS ADDED:

Any damage to the Roadway due to the Contractor's operations shall be repaired at no Additional Compensation, except as specified in 107.11. The Contractor shall complete within 24 hours specific repairs directed by the RE, except where the requirements are specified elsewhere. Nothing in this Subsection shall be construed to limit or change the risks assumed by the Contractor as specified in 107.11.01.

108.10 CONTRACT TIME

THE SECOND PARAGRAPH IS DELETED:

THE FOLLOWING IS ADDED:

The entire work of the project shall be completed within 60 calendar days.

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

THE FOLLOWING SUBPARTS UNDER THE FIRST PARAGRAPH ARE CHANGED TO:

1. Fails to submit the required contract documents as outlined in Section 108.02 within **30** calendar days of the start of Contract Time OR fails to begin construction operations within 21 calendar days of the scheduled start date/Notice to Proceed.

108.16 PARTIAL ACCEPTANCE

THE PROVISIONS OF THIS SECTION ARE DELETED FROM THIS CONTRACT.

108.18 SUBSTANTIAL COMPLETION

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Contractor will provide written notice to the RE when the Work is substantially complete. Upon notice the RE will arrange for inspection by the Township. If the inspection indicates that the Work is not substantially completed the RE will respond within 14 days and provide the Contractor with the 'punch-list' and necessary instructions for completion and correction. Upon completion and correction of the Work, the Contractor will again notify the RE that the work is substantially complete and the RE will perform another inspection. Repeat this procedure until the Work on the project site is determined to be substantially completed by the RE.

108.19 COMPLETION AND ACCEPTANCE

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Contractor will provide written notice to the RE when the Work is complete. Upon notice the RE will notify the Township for concurrence of completion of all work items to the satisfaction of the Township requirements.

If the Township determines that the Work is not complete, the RE will respond within 14 days and provide the Contractor with the necessary instructions for completion and correction. Complete the Work to gain the acceptance of the Township as communicated through the RE.

Upon satisfaction of the RE that construction operations are complete and acceptable, the project will move to Township administration for processing of project completion documentation; this marks the Construction Operation Completion Date. The Contractor will work with Township administration to complete the required documentation of bonds, lien releases, change orders, warranties, and other documentation as required herein, see Section 109.11.

108.20 LIQUIDATED DAMAGES

THE FOLLOWING IS ADDED:

Refer to the front end of these specifications for liquidated damages clauses.

SECTION 109 – MEASUREMENT AND PAYMENT

109.08 AS-BUILT QUANTITIES

THE FOLLOWING IS ADDED:

The Resident Engineer may from time to time, before Substantial Completion, prepare as-built quantities and incorporate these quantities into monthly estimate certificates through an appropriate Field Order or Change Order. Such interim as-built quantities are subject to recalculation in completion of the Final Certificate.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

151.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO:

The Township will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
PERFORMANCE BOND AND PAYMENT BOND	LUMP SUM

SECTION 154 – MOBILIZATION

154.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO:

The Township will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
MOBILIZATION	LUMP SUM

The Township will make payment for MOBILIZATION on a lump sum basis, regardless of the number of times the Contractor shuts down and returns to the Project. The Township will make payment as follows:

<i>Work Completed</i>	<i>Payment</i>
10%	50%
20%	75%
30%	98%

This work shall include coordinating with the utility companies, municipal, county officials and residents.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.03.01 Construction Layout

THE FOURTH PARAGRAPH IS CHANGED TO:

The Contractor shall perform layout for construction of the Contract by determining their own project control. Perform layout under the direct supervision of a licensed N.J. Land Surveyor. Preserve control points throughout the duration of the project. Reset control points that are damaged, lost, displaced, or removed. The Contractor shall also establish a project baseline which will be provided to the RE.

THE FIFTH PARAGRAPH IS CHANGED TO:

Before beginning construction operations, the Contractor's licensed surveyor shall establish the vertical and horizontal controls using, at minimum, third-order, Class I accuracy procedural standards and equipment. Provide the RE all survey notes and calculations related to the field control established.

The FOLLOWING IS ADDED:

Before any milling operations, the Contractor shall provide the construction baseline layout and survey notes to the RE after performing the field layout. Also, before milling operations the Contractor's licensed surveyor shall obtain and verify existing grades and provide the RE with grading/cut sheets for review before any milling operations and/or construction of any asphalt. The Contractor's licensed surveyor shall provide, at a minimum, grades along the baseline/centerline, points of noticeable grade changes in the cross slopes, gutter line, and/or edge of road and top of curb at fifty (50) foot intervals along with all inlets and manholes. The grading/cut sheets shall provide a finished paving grade that provides positive drainage flow in a surface mat laid in a uniform layer. Prior to completing this task, the Contractor shall meet with the RE to confirm that this information is desired on all roadways. The RE reserves the right to eliminate this work on one or more roadways during construction.

Layout of work shall be adjusted in the field to meet site conditions as approved in writing by the professional engineer responsible for the design.

The contractor is responsible to layout all new work prior to construction for Field Engineer's approval. Any locations not approved by the Field Engineer and installed by the contractor shall be removed and replaced as per the Field Engineer's instructions at no additional cost to the owner.

All layout work shall be done by a New Jersey Licensed Land Surveyor.

The Horizontal Datum is based upon NAD'83.

157.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
CONSTRUCTION LAYOUT STANDISH AVENUE	LUMP SUM

SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL

158.04 MEASUREMENT AND PAYMENT

THE SECTION AND ALL PAY ITEMS ARE DELETED AND REPLACED WITH THE FOLLOWING:

The contractor is responsible to have all soil erosions and sediment control measures in place and maintained throughout construction in accordance with the plans, the latest edition The Standards for Soil Erosion and Sediment Control in New Jersey, all applicable specifications of this section, industry standards or as directed by the local Soils Conservation district or as directed by the Engineer. The cost for all necessary Soil Erosion and Sediment Control Measures shall be included under the pay item SOIL EROSION & SEDIMENT CONTROL MEASURES.

THE FOLLOWING ITEM IS ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
SOIL EROSION & SEDIMENT CONTROL MEASURES	LUMP SUM

SECTION 159 – TRAFFIC CONTROL

159.03.01 Traffic Control Coordinator

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC's responsibilities and duties shall include the following:

THE FOLLOWING IS ADDED:

Traffic Control & Staging/Scheduling:

Detouring of traffic shall not be permitted without permission from the relevant governing authority (i.e. county, state, municipality and the Township of West Orange Police Department). Other affected services must also be notified such as fire and rescue squad, school, etc. All affected services must be given sufficient notice of any proposed detours disturbances, work schedule and/or road closures.

Reference is made to the publication "Manual on Uniform Traffic Control Devices for Streets and Highways" by the U.S. Department of Transportation, Federal Highway Administration, Washington D.C. 2009 edition or as amended.

Traffic control shall be the sole responsibility of the contractor. The Contractor is responsible to schedule uniformed police traffic directors using the Department's third-party scheduling service, Extra Duty Solutions. The contact information for Extra Duty Solutions is provided below:

Extra Duty Solutions
West Orange PD NJ
p: (973) 568-8838
w: extradutysolutions.com

Should the Contractor fail to complete the job within the timeframe established in the contract, the Contractor shall be responsible to pay for any additional uniformed police traffic control directors needed beyond the contract time. The cost for this item if needed, will be paid directly by the Contractor. It is the requirement of the Contractor to contact the police department to obtain the costs prior to commencing work beyond the stipulated time of completion.

It is the Contractor's sole responsibility to make payments to Extra Duty Solutions on time. Contractor is herein advised that proof of paid invoices are to be submitted for reimbursement at the time of payment(s) request.

The Contractor is responsible for coordinating all work with the Township Police Department.

During non-working hours, trenches shall not be left open and contractor's equipment shall not be parked in the roadway, driveways or the sidewalk area or any other area which will obstruct vehicular or pedestrian traffic.

At all times the Contractor shall maintain access to all businesses and residences within the project limits. The Contractor shall coordinate with the property owners and/or tenants to ensure vehicles are not stranded in driveways or parking lots while aprons are being poured and curing.

While Uniformed Officers are not anticipated, the Contractor is still responsible to coordinate all work with the West Orange Police Department.

159.03.08 Traffic Direction

B. Police.

THIS SECTION IS DELETED AND REPLACED WITH THE FOLLOWING:

When local ordinance requires or as included in the plans, the pay item TRAFFIC DIRECTOR, POLICE shall be utilized indicating the use of local uniformed police officers. An allowance has been provided for in the contract proposal for the estimated hours that Police Traffic Directors will be required during this project. The use of Police Traffic Directors will be discussed at the pre-construction meeting with the RE, Contractor, and local Traffic Safety Officer present. The Contractor will take the lead in scheduling police traffic directors with the approval of the RE. The Contractor will submit invoices to the RE for approval and then payment against the TRAFFIC DIRECTOR, POLICE allowance.

It is the responsibility of the Contractor to notify the RE and police at least 24 hours in advance (or as required by the local Police Department) of cancellations or changes to work affecting the use of TRAFFIC DIRECTOR, POLICE. Improper notice will result in any expenses related to TRAFFIC DIRECTOR, POLICE to be subtracted from the Contractors invoices.

159.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO:

The Township will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
BREAKAWAY BARRICADE	UNIT
DRUM	UNIT
TRAFFIC CONE	UNIT
CONSTRUCTION SIGNS	SQUARE FOOT
TRAFFIC DIRECTOR, POLICE	DOLLAR

There will be no separate measurement or payment for relocating traffic control devices as required or as directed.

THE FOLLOWING IS ADDED:

The Contractor will be reimbursed for the direct cost billed by the Police Department with no additional payments for overhead or profit. The Contractor shall provide invoices from the Police Department to the RE for reimbursement. An estimated amount to cover these reimbursements has been included in the proposal.

It is the intent of the project that any improvements that disturb pedestrian traffic areas will be reconstructed immediately upon disturbance/demolition to minimize any disturbance to pedestrian sidewalks, access and crosswalks. Should any prolonged disturbance or delays be encountered during construction the contractor shall install Temporary Sidewalk as required or as directed by the engineer in areas of high pedestrian traffic. No separate or individual payment shall be made for Temporary Sidewalk.

SECTION 160 – PRICE ADJUSTMENTS

160.03.01 Fuel Price Adjustment

THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

Fuel Price Adjustment will be reimbursable when deemed eligible by NJSA 40A:11-13.

THE FIFTH PARAGRAPH IS CHANGED TO:

The Department will calculate fuel price adjustment on a monthly basis using the following formula:

$$F = (MF - BF) \times G$$

Where:

F = Fuel Price Adjustment

MF = Monthly Fuel Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index do not perform any work involving Items listed in [Table 160.03.01-1](#) without written approval from the RE.

160.03.02 Asphalt Price Adjustment

THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

Asphalt Price Adjustment will be reimbursable when deemed eligible by NJSA 40A:11-13).

THE THIRD PARAGRAPH IS CHANGED TO:

The Department will calculate the asphalt price adjustment by the following formula:

$$A = (MA - BA) \times T$$

Where:

A = Asphalt Price Adjustment

MA= Monthly Asphalt Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BA = Basic Asphalt Price Index

T = Tons of New Asphalt Binder¹

- ¹. The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used. **Tons of New Asphalt Binder shall be the tons of Asphalt Cement generated from Virgin Asphalt Cement only**

THE SIXTH PARAGRAPH IS CHANGED TO:

The basic asphalt price index is the asphalt price index for the month before the opening of bids. The Department will use the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index for work performed in the previous calendar month.

THE FOLLOWING IS ADDED:

Fuel that is eligible for a fuel price adjustment shall be the sum of the quantities of the eligible pay items in the contract times the fuel usage factors.

The fuel requirement for items not determined to be eligible and for pay items calling for less than 500 gallons of fuel, shall not be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature but with different thicknesses, depths, or types, each individual pay item must require 500 gallons or more of fuel to be eligible for a fuel price adjustment. If more than one pay item has the exact same nomenclature, similar pay items shall be combined and this combination must require 500 gallons or more of fuel to be eligible for the fuel price adjustment.

Fuel price adjustments shall not be made in those months for which the monthly fuel price index has changed by less than five percent from the basic fuel price.

All invoices for payment shall be accompanied by the calculation of any fuel price adjustment.

160.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO:

The Township will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
FUEL PRICE ADJUSTMENT	DOLLAR
ASPHALT PRICE ADJUSTMENT	DOLLAR

The Contract quantity of FUEL PRICE ADJUSTMENT and ASPHALT PRICE ADJUSTMENT is a dollar allowance and the engineer has inserted a bid price in the Schedule of Prices. The Township will base payment for FUEL PRICE ADJUSTMENT and ASPHALT PRICE ADJUSTMENT on the actual cost as evidenced by calculations.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.01 DESCRIPTION

THE FOLLOWING IS ADDED:

Clearing Site shall also include the removal and/or resetting/relocation of all signs, the repair of any damaged sprinklers, concrete sign posts, fences and all existing features/obstructions, either standing or felled within the limits of construction of the project, as shown on the plans or as directed by the engineer, for which no specific pay item is provided for in the contract. Work also includes removal of pavement reflectors and castings. All trees less than 6" in diameter as measured at 4' from grade will be removed under this item. Tree trimming of all trees as directed by the Township will be included under this item.

In the performance of the work under this item, the Contractor will be held responsible for any damage to existing construction that is to remain in place. The Contractor shall use extreme care and exercise every precaution necessary to prevent damage or injury thereto. Any damage as a result of the Contractor's operations shall be repaired or replaced by him to the satisfaction of the Engineer at no additional expense to the Township.

The contractor shall be responsible for coordination with the West Orange Township Police Department for traffic operations and parking prohibitions during construction. The Police Department shall be notified 72 hours in advance when requesting an officer for traffic control. The contractor is responsible to schedule uniformed Police Traffic Directors using the Department's third party scheduling service, Extra Duty Solutions.

Contractor must retain a Certified Tree Expert for tree evaluation where necessary. No additional payment will be made for Tree Expert; price to be included in the clearing site.

All trees that have roots that encroach into the proposed curbs or pavement and are to be saved shall be evaluated by the contractor's Certified Tree Expert. All evaluations shall be in writing and shall accurately identify tree in question by station and offset. All evaluations shall be submitted to the Professional Engineer for review and consultation with the Township Forester prior to cutting any roots. No separate payment will be made for this work, but the cost shall be included in the clearing site item.

In areas where the roots encroach into the curb line, the full pavement section shall be removed prior to removing the curb. Then the existing curb shall be removed by pulling it away from the tree towards the roadway to minimize root damage during the removal of the existing curb. No separate payment shall be made for this work but the cost thereof shall be included in the clearing site line item.

201.03.01 Clearing Site

B. Clearing and Grubbing.

THE FOLLOWING IS ADDED:

Clearing Site shall also include the removal of sidewalks, curbs, etc. in the area of the scheduled items of work.

Clearing Site shall also include the removal of all obstructions of trees, shrubs, bushes, weeds, roots and similar vegetative materials either standing or felled (unless otherwise noted or directed by the Engineer) with the construction limits for which payment is not otherwise provided in the Contract but which is directed for removal on the plans or by the Engineer during construction.

Clearing Site shall also include the removal and disposal of existing signs. The Contractor shall check to see if the Borough wants to keep the signs prior to disposal.

Clearing Site shall also include removal and disposal of existing pipes where replaced.

Clearing Site shall also include removal and disposal of structures or other obstructions above existing ground level either standing or felled which are designated for removal on the plans or directed by the Engineer during construction and for which payment is not otherwise provided in the Contract.

Clearing Site shall also include sawcutting, removal and disposal of all bituminous and concrete materials, whether specified or unspecified on the plans, required for the completion of the work and for which payment is not otherwise provided in the Contract.

Clearing Site shall also include removal, temporary storage or resetting if required, and final resetting of mail boxes, signs, pole borders, timber ties, fences, guard rails, bus shelters, hedges, trees or shrubs whether specified or unspecified on the plans or as directed by the Engineer.

201.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO:

The Township will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
CLEARING SITE	LUMP SUM
RESET MONITORING WELL WITH CONCRETE ENCASING AROUND THE WELL BY LICENSED NJDEP DRILLER (IF AND WHERE DIRECTED)	UNIT

THE FOLLOWING IS ADDED:

CLEARING SITE to be paid as follows:

- 25% Paid upon completion of all drainage improvements or a reduced percentage as determined by the engineer should all drainage improvements not be completed at the time of an intermediate payment.
- 25% Paid Upon completion of concrete curb/sidewalk/driveway improvements or a reduced percentage as determined by the engineer should all concrete curb/sidewalk/driveway not be completed at the time of an intermediate payment.
- 25% Paid upon completion of all Hot Mix Asphalt Items or a reduced percentage as determined by the engineer should all Hot Mix Asphalt Items not be completed at the time of an intermediate payment.
- 25% shall be retained and paid upon final payment.

SECTION 202 – EXCAVATION

202.01 DESCRIPTION

THE FOLLOWING IS ADDED:

The excavations shall be made to conform with the lines of the finished structures wherever practical. The excavations shall not be carried below the required grades by machine and back-filled to the grade of foundations, bottom slabs, footings, or pipelines. The trench in which pipe, manholes, or inlets are to be constructed shall be excavated from the surface and to such depths and widths (not less than 12 inches greater than the maximum external dimension of the structure) as will give suitable room for bracing and supporting, pumping and draining, and for removing from the excavation any material which the Engineer may deem inadequate for foundation. All excavations shall be of sufficient width to permit work to be done completely, in the manner intended and of the size specified and/or shown on the plans.

The length of the trench to be opened or the area of the surface to be disturbed and restored at any time will be limited by the Engineer with regard both to expeditious construction, and convenience to the Owner. New trenches will not be excavated if previous trenches are in need of back-filling or labor is needed to restore the surface of the ground to a safe and proper condition.

Trenches for pipes shall be a minimum of 2' wider at the bottom than the outside diameter of the pipe and shall not remain open in excess of 50' in length nor remain open overnight.

Excavation for subsurface structure shall also include the excavation required to provide compacted granular bedding as shown in the Construction Details. Whenever the material at the bottom of a bedding or other subsurface structure excavation is soft or otherwise unsuitable, it shall be removed to such depth as the Engineer may require and the space back-filled with Coarse Aggregate Type 57.

All excavations for pipelines shall be clear of boulders, rock, masonry, or other similar material which shall be excavated to a level at least six inches below the bottom of the pipe, and carefully refilled with approved material mechanically compacted to provide a stable subbase. Rock or boulders shall be removed from sides of trenches to 12 inches outside the wall of the pipe, unless permission to do otherwise is expressly given. Gravel or stone bedding shall be provided, placed and compacted to the minimum depths when indicated on the plans. The bottom of the trench shall be excavated where the earth is suitable for good foundation to the form and size of the lower portion of the pipe or other structure, so that there shall be full and adequate support for the structure which is to be built on it. Ample excavation shall be made under and around the pipe joints for jointing and to relieve the bell of shearing forces.

Excavation, unclassified, shall also include removal of hot mix asphalt pavement overlay, hot mix asphalt pavement, and reinforced and non-reinforced concrete pavement.

In addition, excavation, unclassified, shall include the sawcutting of the existing pavement. This shall be at a distance of one foot from the edge of the existing pavement that is to remain in place to form a proper bond between the new pavement and the existing pavement, or as directed by the Engineer.

Excavation, unclassified, shall also include, as required, the separation and temporary stockpiling of suitable earth materials from excavation and the rehandling of the stockpiled materials for the construction of the roadway embankments, subbase, base courses and backfill if and where directed by the Engineer.

Excavation, unclassified, shall also include removal of unsuitable material in cut sections disclosed by proof rolling.

Where rock is encountered at the locations of the proposed inlets, manholes, and headwalls, the rock shall be dressed to level beds as directed by the Engineer.

If during construction, the contractor encounters buried debris, the contractor will be responsible to remove the same to limits approved by the Township.

Disposal of the excavated debris shall be the sole responsibility of the contractor.

Unauthorized Excavation

Special care will be taken with the final six inches of all excavations. In no case shall the excavation be carried below grade by machine and backfill used to establish the required grade. Where the excavation has been carried below grade through error or because of slides or cave-ins, the contractor shall at his own expense restore such areas with 3/4 inch graded gravel or crushed stone or as directed by the Engineer. If the Contractor excavates below the required grade for structures, the overexcavation shall be filled with material subject to the requirements of the Engineer. The material may include 2000 psi concrete if so ordered by the Engineer.

Sheeting and Bracing

Where necessary for safety or to prevent disturbance, damage, or settlement of adjacent structures, pipelines, utilities, improvements, or paving, excavations shall be sheeted and braced.

Any damage to new or existing structures occurring through settlement, water or earth pressure, or other causes due to inadequate construction procedures of the Contractor in any other manner, shall be repaired by the Contractor at his own expense.

Dewatering and Protection from Flooding

The Contractor shall dewater the excavations promptly and continuously throughout the progress of the work and shall keep the excavations dry at all times until the structures to be built therein, are completed. Where work is to be performed below groundwater level, the Contractor shall provide, operate and maintain dewatering facilities sufficient to maintain the excavation free from groundwater for the time required to complete the work in the proper workmanlike manner.

The Contractor shall protect uncompleted work from flooding during storms or from other causes. All pipelines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.

All necessary precautions shall be taken to prevent disturbance of, and to properly drain, the areas upon which concrete is poured, and upon which pipe is to be laid. All concrete shall be kept dry for one month after pouring except curing.

All water pumped and bailed from the trench or other excavation shall be conveyed in a proper manner through an approved settling basin and to a suitable point of discharge by the Contractor at his own expense.

Construction Safety

The Contractor shall follow the various requirements contained in the Construction Safety Code, latest edition, as prepared by the State of New Jersey, Department of Labor and Industry, Bureau of Engineering and Safety. In addition, the Contractor shall comply with the "Construction Safety and Health Regulations" of the Occupational Safety and Health Administration, Title 29, Chapter XVII, Part 1926 or latest revision.

Protection of Existing Pipelines and Structures

Care shall be taken not to relocate without the consent of the Engineer any sewers, drains, culverts, water or gas pipes or structures near them that could affect their stability. All utilities shall be securely hung, braced, or supported in place until the work is completed. Whenever it is necessary to interfere with said structures or pipelines, the Contractor shall maintain their services at his own expense and repair all damages caused by his act or neglect of work. The integrity of all pipelines and structures shall be maintained throughout the construction and same shall be left in an equivalent condition or improved condition after completion of construction.

Adequate precautions shall be taken to prevent settlement of existing improvements.

In case water pipes, gas pipes, conduits, or other utilities become damaged or broken in the prosecution of the work, the Contractor shall give immediate notice to the proper authorities and shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities shall make the Contractor responsible for any needless loss of water or gas, or for interruption of services.

When house connections or service pipes supplying water or gas as well as underground sprinkler systems are broken during construction, the Contractor shall repair them at his own expense. Delays, such as would result in adjoining buildings having to do without water or gas for a needlessly long period, will not be tolerated. The Municipality reserves the right to remedy such delays by ordering outside parties to make such repairs at the expense of the Contractor.

If so directed in writing, the Contractor shall make permanent changes in the location of water mains if they are obstructing the new structures to be built. The cost of such changes will be paid for as extra work based on the valuation made by the Engineer and depend on his decision as to whether the work done is or is not included in the work required and bid for by the Contractor under the contract. In rendering all such accounts, the Contractor shall itemize both the labor and materials involved and provide other information as may be required by the Engineer.

Underground Objects and Utilities

Information as to the location of existing utilities has been collected from various sources, but the results of such investigations are shown on the contract drawings and are not guaranteed as to accuracy. The Contractor is particularly directed to the fact that underground objects or material location, elevation, or type is not warranted to be approximately correct (nor can they be assumed to be the only subsurface objects or materials which may be encountered in the work). The Contractor shall make all necessary investigations to satisfy himself as to the existing conditions prior to bidding work, including the locating of existing underground sprinkler systems.

202.02 MATERIALS

202.03 CONSTRUCTION

202.03.01 Stripping

This Article of the Standard Specifications is amended as follows:

Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Topsoil must be stored on the job site. The removal of excess topsoil from the project must not be done until completion of all topsoiling work and upon the approval of the Engineer.

The contractor shall make his own arrangements for storing topsoil materials. If topsoil materials are to be stored on private property, the contractor shall obtain and deliver to the Engineer written releases from the owners of the property for the storage.

Before trench excavation, the Contractor shall strip the existing topsoil and store for future use.

202.03.02 Excavating Test Pits

202.03.03 Excavating Unclassified Material

A. Excavating

The following is added to this Article of the Standard Specifications:

Excavation shall be carried out to the elevations or depths shown on the plans.

The contractor shall take special precautions necessary to prevent damaging any existing utilities. He shall be held liable for repairs of any damage done to these utilities.

1. Wet Areas
2. Foundation and Bridge Areas
3. Rock Areas

This Article of the Standard Specifications is amended as follows:

Delete the third paragraph of this article and substitute the following:

If it is determined that in-place stabilization is required, use rock bolting or other stabilization techniques as directed. Blasting is prohibited.

The following is added to this subsection:

4. SAWCUT

This work shall consist of making longitudinal and transverse cuts in existing pavement as directed by the engineer.

Sawcuts shall be made with an approved power saw full depth in order to prevent damage to the existing pavement, sidewalk, driveways or curbs and to provide a neat edge for the adjacent proposed sidewalk, driveways or curbs as shown on the plans or as directed by the engineer.

202.04 MEASUREMENT AND PAYMENT THIS SUBSECTION IS CHANGED TO:

The Township will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
EXCAVATION, UNCLASSIFIED (IF AND WHERE DIRECTED)	CUBIC YARD
EXCAVATION, TEST PIT (IF AND WHERE DIRECTED)	CUBIC YARD
REMOVAL OF PAVEMENT, UP TO 6" DEEP (IF AND WHERE DIRECTED)	SQUARE YARD
EXCAVATION, BASE REPAIR 12" DEEP (IF AND WHERE DIRECTED)	SQUARE YARD
ROCK EXCAVATION (IF AND WHERE DIRECTED)	CUBIC YARD

The contractor may discover that existing roadway may contain existing concrete base or cobble stone and shall make all necessary requirements for its removal where necessary. The cost for this work shall be included in the cost of excavation, unclassified.

The quantity for roadway excavation will be measured by the cubic yard. The Engineer or the Engineer's representative must be present during the excavation to determine and record the limits of roadway excavation. Any over excavation completed without the supervision of the Engineer or the Engineer's representative will not be considered for payment.

THE FOLLOWING SECTION IS ADDED TO THE SPECIFICATIONS:

SECTION 204 - DISPOSAL OF CONTAMINATED SOIL

204.01 GENERAL

The specifications outlined herein are for the testing, removal and disposal of contaminated soils that may be encountered during the excavation and site grading. Any materials that are suspected to contain contamination shall be tested, classified, and disposed in accordance with the applicable local and State regulations. If required, the Township's environmental consultant, Matrix New World Engineering Inc. (Matrix) would provide available waste classification analyses. All necessary soil testing will be performed by the Township Engineer/Matrix. A Licensed Site Remediation Professional (LSRP) shall be retained if required by NJDEP regulations. The testing results will be provided to the contractor for proper handling and disposal of contaminated soils to an approved disposal facility.

This project is not currently subject to the NJDEP Site Remediation Program. Contaminated or impacted soils encountered during construction shall be managed in accordance with applicable waste handling and disposal regulations. If conditions are encountered that indicate a discharge has occurred or require remediation under NJDEP regulations, the Engineer will notify NJDEP and retain a LSRP as required.

204.02 WORK INCLUDED

- A. It is the Contractor's responsibility to furnish all labor, permits, supplies, tools and logistical coordination necessary to complete the removal of all contaminated materials. The Contractor shall also provide to the Owner a written plan for compliance with this section prior to construction and provide an accurate verification of material quantities at the Site.
- B. Suspected contaminated soils shall be characterized by the Engineer according to the type and amount of contamination present in the soil: (1) soil that contains hazardous waste, and (2) soil that contains nonhazardous waste (ID 27 when disposed of).
- C. All sampling procedures and analytical methods must conform to the most recent guidance, including the NJDEP Field Sampling Procedures Manual, the requirements of the approved receiving disposal facility, and if necessary, the CERCLA and RCRA sampling guidelines and protocols.

Soil samples shall be collected from the excavated stockpile for waste characterization purposes. Proposed analytical parameters and appropriate methods must meet the requirements of the disposal facility as well as the requirements above.

- D. At a minimum, all potentially contaminated soils must be staged by the contractor on an impervious surface and covered with waterproof material (i.e., tarpaulin or 10 mil plastic sheeting). Stockpiles shall be of manageable size. The containment must be maintained for the duration of the staging period to prevent contaminant volatilization, runoff, leaching, or fugitive dust emissions. Access to the area shall be restricted to authorized personnel only.

The stockpiled soil shall be covered with similar plastic sheeting that shall be held securely in place. The plastic sheeting shall be maintained or replaced as needed for as long as the material remains stockpiled. Stockpiles shall be located where excavation equipment can place the material directly from the excavation onto a stockpile.

The ground surface on which the geomembrane is to be placed shall be free of rocks greater than 0.5 inches in diameter and any other object which could damage the membrane.

The contractor shall periodically maintain the plastic covering during soil classification period.

Stockpiled materials shall also be encircled by staked haybales or silt fence.

Where excavations must be left opened and unattended until backfill due to associated testing requirements and where the same is approved by the Engineer and its representative, the excavations shall be suitably barricaded and other devices shall be employed as required to prevent unauthorized entry into the work area.

Contaminated soil shall be stored in such a manner that the soil is completely isolated from the environment and any hazardous materials in the soil are prevented from contact with or being released into the environment. Periodic inspections shall be made by the Contractor to ensure that the stockpiled soils are not released to the surrounding environment by erosion. Stockpiled soil shall not be stockpiled for more than 28 days.

- E. Security and public access must be considered when selecting a location for stockpiling of any potentially contaminated soils. Excavation and staging of any potentially contaminated soil must be performed using methods that minimize the disturbance of the soil.
- F. Ensure that dust generated during all work is controlled in accordance with Federal, State, and local regulations. Implement OSHA requirements for suppression of contaminated dust

Conduct monitoring of worker exposures in a manner to comply with the monitoring requirements of 29 CFR 1910 and 29 CFR 1926.

If OSHA permissible exposure limits are exceeded, subject to the review of the Engineer and/or the representative, either engineering controls shall be implemented by Contractor to reduce the contaminant levels or PPE shall be worn.

Hazardous Waste

- F. The Contractor, in coordination with the Engineer and/or representative, shall determine waste classification based on analytical results in accordance with applicable federal and state regulations. Waste classification is required only for soils that contain a waste and/or are going to be treated as a waste.
- G. Excavated soils are considered hazardous when the following criteria are met:
- 1) The soils test positive for characteristics of a hazardous waste defined at Title 40 Code of Federal Regulations (CFR) Part 261 Subpart C (261.21-261.24).
 - 2) Is a listed waste as per 40 CFR Part 261 Subpart D (261.31-261.33).
 - 3) Is a mixture of a solid waste (non-hazardous) and one or more hazardous wastes listed in 40 CFR Part 261 Subpart D (261.31-261.33).
- H. All excavated soils designated as hazardous waste (soils with contamination above the nonhazardous waste levels) must be properly staged and removed by the contractor from the excavation site within 28 days after receipt of waste characterization results, unless otherwise approved by the Engineer. Hazardous waste shall be managed in accordance with applicable federal and state regulations. of the soil classification from the State. When excavated soils are determined to contain hazardous waste, they should be staged during the remaining 28-day period in a sealed roll-off container or sealed drums. Roll-off units used to temporarily store contaminated material shall be water tight. A cover shall be placed over the units to prevent precipitation from contacting the stored material.

If multiple storage units are required, each unit shall be clearly labeled with an identification number and a written log shall be kept to track the source of contaminated material in each temporary storage unit.

- I. It is the responsibility of the contractor that hazardous waste in soil going off-site for disposal shall be properly manifested, transported by a licensed, insured hauler and be transported to a facility authorized to accept same in accordance with 40 CFR 264 and 40 CFR 761. The Contractor shall transport the contaminated soil to an EPA approved disposal facility, in accordance with all applicable Federal, State and local laws and regulations, including the NJDEP and shall obtain appropriate documentation that shall be provided to the Engineer and/or representative, the NJDEP, and the county of origin.

At the time of disposal of hazardous waste, completed shipping documents which contain the information required under N.J.A.C 7:26 (hereinafter the Manifest Form) shall be provided.

Item No. 1 on the Manifest Form, Generator's USEPA Identification Number, shall be obtained.

Non-hazardous Soil

- J. Excavated soils are considered to be non-hazardous (ID 27 solid waste) when the following criteria are met:
- 1) Soil contaminants exceed the NJDEP's soil remediation standards, or,
 - 2) exceed the site specific soil remediation standards, and
 - 3) are not a hazardous waste as defined in (G) above.

- K. Appropriate analyses will be performed by the Engineer as per the latest version of the Technical Requirements to determine if contaminant levels are above appropriate cleanup guidelines.
- L. Contaminated soils that are designated as non-hazardous solid waste may not be stockpiled for more than six months pursuant to the Solid Waste Regulations, N.J.A.C.7:26-1.1;1.4.
If contamination is encountered that indicates a discharge or release of a hazardous substance (e.g. free product, strong petroleum odors, buried containers, underground storage tanks, or discreet source areas), the Engineer shall be notified immediately and the NJDEP Spill Action Hotline (1-877-927-6337) shall be contacted by the Engineer in accordance with applicable regulations. Upon such notification, additional regulatory requirements, including retention of an LSRP, may be required.

204.03 PRODUCTS (Reserved)

- A. 10-mil thick plastic sheeting shall be used as soil stockpile liner and covers, which shall cover a firm surface. All joints in the plastic sheeting shall overlap a minimum of 12-inches at the ends. Contractor may also use roll offs or gondolas lined with a minimum 10-mil plastic sheeting for the stockpiling of the materials, subject to the review of the Engineer and/or representative.
- B. A containment berm typically made up of hay bales and/or silt-fence shall be utilized around stockpiled soils to direct runoff and minimize erosion.

204.04 EXECUTION

The Contractor shall notify the Engineer and/or representative one (1) week prior to the start of excavation of contaminated material. The Contractor shall be responsible for contacting regulatory agencies in accordance with the applicable reporting requirements. The Contractor shall immediately notify the Engineer upon encountering suspected contaminated material. Notification to regulatory agencies shall be coordinated by the Engineer or their representative.

Surface water shall be diverted to prevent entry into the excavation.

204.05 WORK GUIDELINES

Personal protective equipment should be utilized at all times during the removal debris. The Contractor shall ensure that all work involving the above referenced materials are conducted in accordance with the applicable local, State and Federal regulations.

The Contractor shall prepare a health and safety program as mandated by the federal Occupational Safety and Health Administration, U.S. Department of Labor, 29 C.F.R. 1910.120, which must address, at a minimum, the contractor's individual:

- a. Organizational Structure;
- b. Comprehensive Workplan;
- c. Safety and Health Training Program;
- d. Medical Surveillance Program (MSP);
- e. Site-specific health and safety concerns and requirements dependent upon the site's characteristics and operations as well as period and duration of operation; and
- f. Standard Operating Procedures for Health and Safety.

204.06 DISPOSAL

All materials, whether hazardous or non-hazardous shall be disposed of in accordance with all laws and provisions and all Federal, State, County, and local regulations. The Contractor shall ensure that all waste is properly characterized. The Contractor shall comply with the disposal requirements.

The contractor shall submit waste facility applications and acceptance documentation, and fee payment requirements to the Engineer at least 15 days before planned removal of regulated material. Submit to the Engineer a bill of lading for each truckload of regulated material removed from the Project Limits.

If the material being transported is classified as non-hazardous, it is legally considered a solid waste, (ID 27), and, as such, the transporter hauling the waste must be a New Jersey registered solid waste transporter in accordance with N.J.A.C. 7:26-1 et. seq. Soils destined for recycling or beneficial use are not considered ID 27 waste and thus, do not require registered transporters.

All hazardous waste must be shipped in accordance with the U.S. Department of Transportation guidelines as stated in 49 C.F.R. 171-179, N.J.A.C. 7:26-3.0 et seq., and contaminated soils material must be shipped in accordance with N.J. Solid Waste Regulations, applicable radioactive and medical waste regulations, and applicable local regulations.

Hazardous waste shipments must be properly containerized, labeled, and manifested prior to leaving the site.

All disposal transporters for regulated materials must be licensed by the appropriate regulatory agency or agencies to transport the type of waste being hauled. The transportation and maneuver of materials is expected to be completed in a safe and responsible fashion, in accordance with all local, State and Federal guidelines.

The Contractor shall provide manifests for all materials sent to each respective disposal facilities. The Contractor shall obtain required federal, state, and local permits for excavation and storage of contaminated material. Permits shall be obtained at no additional cost to the Owner.

The disposal of materials and debris is regulated under the Solid Waste Management Act (NJSA 13:1 E-1) and is governed by NJAC 7:26 et seq. The Contractor shall dispose of the material and debris according to the solid waste management plan developed by the solid waste management district of origin. Proper documentation from the disposal facility shall be submitted to the Engineer and/or representative.

Provide copies of all paperwork including hazardous and non-hazardous manifests, final weight tickets, and waste/shipping documents within seven days of shipment from the work site to the Engineer and/or representative.

204.07 MEASUREMENT AND PAYMENT

Measurement for loading, haulage and disposal shall be based on certified scale at licensed disposal facility.

No payment will be made under this item for disposal of materials covered in other sections of the Contract Documents. No payment will be made for the disposal of the overlying hot mix asphalt.

Disposing of contaminated soil will be measured by the ton. Payment shall not be made until the contractor has furnished the Engineer with a certificate from an approved recycling facility or a tipping certificate from an approved landfill.

Payment will be made under:

Item
LOAD, HAUL AND DISPOSE OF CONTAMINATED SOIL
(IF AND WHERE ORDERED)

Pay Unit
TON

No payment will be made for permits, fees, handling and transportation and any cost for same shall be included in the item for disposing of contaminated soil.

No payment will be made for stockpiling and reuse of the excavated material.

No payment will be made for construction of stockpile areas. Any costs associated with aspects of grading, preparation, handling, placement, maintenance, removal, treatment, and disposal of stockpile cover materials and liner materials and all other items incidental to construction of stockpiles shall be included in the item for load, haul and dispose of contaminated soil.

DIVISION 300 – SUBBASE AND BASE COURSES

SECTION 301 – SUBBASE AND BASE COURSES

THE FOLLOWING IS ADDED:

Subbase shall be constructed using existing on-site granular soils as approved and directed by the RE or Engineer.

SECTION 302 – AGGREGATE BASE COURSE

THE FOLLOWING IS ADDED:

The Contractor shall submit as-built quantities with each payment invoice, each payment cycle. The sum of the quantities submitted for payment will be the measured quantity and the final contract quantity. It is the responsibility of the Contractor to review the as-built measurement with the RE prior to submitting the partial payment invoice.

Individual/Separate payment for DENSE-GRADED AGGREGATE BASE COURSE shall not be made at pavement repair strips along curb-lines, beneath concrete sidewalks/driveways, beneath Hot Mix Asphalt Driveways, drainage pipe trenches, at set/reset castings or reconstructed drainage structures. Individual/Separate Payment for DENSE-GRADED AGGREGATE BASE COURSE shall only be made at locations of full depth reconstruction indicated on the plans or as directed in the field. Any other locations where Dense Graded Aggregate is specified or detailed as a bedding or backfill material shall be included in the various unit bid price items.

All applicable unit bid price in this section shall include Excavation, Unclassified, pavement removal and disposal of all materials in order to construct the proposed improvements in accordance with the plans and specifications, including but not limited to DENSE-GRADED AGGREGATE BASE COURSE where full depth base repair or reconstructed road sections are indicated on the plans.

THE FOLLOWING IS ADDED:

Dense Graded Aggregate Base Course shall be place at the direction of the Engineer in areas where existing subbase material is unstable, or unsuitable for supporting the new pavement structure.

302.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK (IF AND WHERE DIRECTED)	CUBIC YARD

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.03 CONSTRUCTION

401.03.01 Milling

A. Milling of HMA.

THE LAST PARAGRAPH IS CHANGED TO:

The time interval between milling of HMA surface and placing of new HMA overlay shall not exceed 72 hours. Shorter time interval requirements shall be as directed by the RE.

All Roadways are to be swept after milling operations. There shall be no direct measurement and payment for sweeping roadways after milling. This work should be included in other Pay items in the Contract.

A pre-sweep at no additional cost to the Township will be performed prior to roadway overlay operations.

401.03.07 HMA Courses

E. Spreading and Grading.

THE FOLLOWING SUBPART IS ADDED:

3. Interface Between Proposed and Existing Pavement.

Where new pavement is to abut with existing pavement, the existing pavement is to be sawcut full depth prior to any reconstruction.

Where milling and overlay abut with existing pavement, the existing pavement is to be sawcut to the depth of the milling.

The Contractor shall cut a neat, straight, vertical line using a pavement saw. The saw shall be a self-powered pavement saw with a diamond tipped circular blade. If the pavement to remain is damaged, it shall be repaired at the Contractor's expense.

The Work shall include the cost of cleaning up, as well as any noise abatement procedures that might be required.

There shall be no direct measurement and payment for sawing, joint adhesive, or tack coat. This work should be included in other Pay items in the Contract.

THE FOLLOWING IS ADDED:

THE TOWNSHIP WILL MEASURE HMA 9.5M64 SURFACE COURSE, AND HMA 19M64 BASE COURSE BY THE TON AS INDICATED ON THE CERTIFIED WEIGHT TICKETS, EXCLUDING UNUSED MATERIAL. AREAS UNNECESSARILY DISTURBED OR DAMAGED BY THE CONTRACTOR WILL NOT BE INCLUDED IN THE MEASUREMENT.

All applicable unit bid price in this section shall include Excavation, Unclassified, pavement removal and disposal of all materials in order to construct the proposed improvements in accordance with the plans and specifications, including but not limited to HOT MIX ASPHALT __ SURFACE COURSE & HOT MIX ASPHALT __ BASE COURSE where base repair is indicated on the plans.

No separate or individual payment shall be made for TACK COAT and PRIME COAT. Payment for TACK COAT and PRIME COAT shall be included under the various bid items in this section including but not limited to HOT MIX ASPHALT __ SURFACE COURSE & HOT MIX ASPHALT __ BASE COURSE.

No separate payment shall be made for HMA LONGITUDINAL JOINT REPAIR.

No separate payment shall be made for WATER AND GAS VALVE BOX RESETS.

401.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO:

The Township will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
HMA MILLING, 3" OR LESS	SQUARE YARD
HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON
HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK (IF AND WHERE DIRECTED)	TON

The Contractor is required to prepare the existing pavement and seal all cracks and joints per the current section for hot mix asphalt of the NJDOT specifications prior to resurfacing. This work shall include, but not limited to, all labor, materials and equipment necessary to clean cracks prior to the installation of surface course and apply a sealant as outlined in the NJDOT specification. Prior to commencement, the contractor shall obtain approval from the professional engineer as to the intended methods and materials that will be used for this project. This item shall not be measured for payment and included in the unit price bids for the hot mix asphalt surface course item.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPE

601.03.08 Cleaning Existing Pipe

THE FOLLOWING IS ADDED:

The Contractor will also be required to provide the Engineer a video inspection of the existing storm network within the project limits. The Contractor shall provide a written report that outlines the size, type, and length of pipe videoed as well as any issues encountered during the video process. The Contractor shall also provide the Engineer a DVD containing all videos obtained during the project.

601.04 MEASUREMENT AND PAYMENT

Item

15" REINFORCED CONCRETE PIPE, CLASS V (IF AND WHERE DIRECTED)
PIPE CLEANING & VIDEO (IF & WHERE DIRECTED)
PVC, SDR-35 LEADER DRAIN EXTENSION OR
RECONSTRUCTION (IF AND WHERE DIRECTED)

Pay Unit

LINEAR FOOT
DAY
UNIT

SECTION 602 – DRAINAGE STRUCTURES

602.01 DESCRIPTION

THE FOLLOWING IS ADDED:

- This section shall also include all the requirements of section 652 for the purposes of Setting Castings on Sanitary Manholes, Resetting Sanitary Manhole Castings & Reconstructing Sanitary Manholes

602.02 MATERIALS

THE FOLLOWING IS ADDED:

In addition to all materials listed in the section, material for the following items shall include:

- All materials listed in section 652.02 are included in the section where resetting Setting Castings on Sanitary Manholes, Resetting Sanitary Manhole Castings & Reconstructing Sanitary Manholes.
- Where indicated Heavy Duty ADA Compliant Grates as manufactured by Campbell Foundry or approved equal.

602.03.03 Setting Castings, Resetting Castings, and Reconstructing Inlets and Manholes

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

As described herein and in pay items, 'SET' indicates that the Contractor is to provide new castings for Manholes and Inlets, including frames, grates, covers, curb piece, back plates, as shown on details for the pay item casting.

THE FOLLOWING IS ADDED:

Construction shall also be in accordance with subsections 652.03.06 & 652.03.07.

THE FOLLOWING IS ADDED:

Set and rest castings to the proper elevation based on the final surface course. Before the work area is opened to traffic, provide smooth transitions from the pavement surface to the top of grate or cover.

602.03.06, Manhole Covers and Bicycle Safe Grates

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Manhole covers within the pedestrian route are to be of a pattern that is slip resistant and no protrusions greater than ¼" high, see the plan details. Covers sizes are to be selected to fit into the existing manhole frame.

THE FOLLOWING SUBPART(S) ARE ADDED:

602.03.09 Reconstructed Manhole, Including New Casting, Frame and Cover, Reconstructed Inlet, Type A, Including New Casting, Frame and Grate, Reconstructed Inlet, Type B, Including New Casting, Frame, Grate and Curb Piece, Reconstructed Inlet, Type D, Including New Casting, Frame, Grate and Curb Piece Reconstructed Inlet, Type E, Including New Casting, Frame and Grate, Manhole Cover, ADA Compliant and Cleaning Drainage Structure.

Construction shall be in accordance with 602.03.03, 602.03.04, 652.03 and as detailed on the plans.

602.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEM IS ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
RESET EXISTING CASTING	UNIT
INLET TYPE 'B' (IF & WHERE DIRECTED)	UNIT
INLET TYPE 'D' (IF & WHERE DIRECTED)	UNIT
RECONSTRUCT MANHOLE, INCLUDING NEW CASTING, FRAME AND COVER	UNIT
RECONSTRUCT INLET, TYPE "A", USING NEW CASTING	UNIT
RECONSTRUCT INLET, TYPE "B", USING NEW CASTING	UNIT
BICYCLE SAFE GRATE (IF & WHERE DIRECTED)	UNIT
CURB PIECE (IF & WHERE DIRECTED)	UNIT
CLEANING DRAINAGE STRUCTURE (IF AND WHERE DIRECTED)	UNIT

THE FOLLOWING IS ADDED:

All pay items under this section within the roadway surface shall include the cost of preliminary pavement restoration of HOT MIX ASPHALT 19M64 BASE COURSE, 6" Thick in accordance with section 401.

Payment for Setting Castings on Sanitary Manholes, Resetting Sanitary Manhole Castings & Reconstructing Sanitary Manholes shall be made under the respective bid items in this section.

All applicable unit bid price in this section shall include Excavation, Unclassified, pavement removal and disposal of all materials in order to construct in accordance with the plans and specifications.

Inlet Castings, Types 'B' and 'D' shall include the eco curb piece as well as the bicycle safe grate.

SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This section shall also include the requirements for the installation or resetting of Modular Paver Units. The work includes bedding preparation, paver installation, edge restraint, and joint fill.

Pay items under this section shall include TOPSOILING 4" THICK, FERTILIZING & SEEDING, TYPE AIII AND STRAW MULCHING restoration of adjacent grassed areas disturbed by construction in accordance with section 804, 806 & 809.

THE FOLLOWING IS ADDED/AMENDED TO THIS SECTION FOR ADA SOLUTIONS, INC. ADATILE CAST IN PLACE TRUNCATED DOME DETECTABLE WARNING SYSTEM (OR APPROVED EQUAL):

This Section describes the requirements for constructing concrete sidewalks, driveways, and islands and ADA Solutions, Inc. ADATILE (or approved equal) detectable warning surface. This section also describes the requirements for surveying and providing lines, grades, elevations and reference marks necessary to construct elements of construction and to provide an asbuilt survey to verify compliance with the construction plans and Proposed Accessibility Guidelines for Pedestrian Facilities in the Public ROW - July 26, 2011 - aka ADA guidelines.

606.02 MATERIALS

606.02.01 Materials

THE FOLLOWING IS ADDED:

In addition to all materials listed in the section, material for the following items shall include:

- **RESET EXISTING PAVERS:**
 - Edge restraints for concrete pavers to be are to be aluminum and have dimensions 3/16" x 2-1/4" x 8'-0" stabilized with alumni stakes or as proposed system of equal or similar size and equal material to be approved. Materials and installation procedures as indicated in the manufacturer's specifications. The cost for this work shall be covered under the unit price.
 - The sand to be used as joint fill shall be structural sand blended with non-toxic, psyllium based stabilized sand product. Materials and mixing procedures shall be as indicated in the manufacturer's specifications. The cost for this work shall be included in the unit price.
 - DGABC in accordance with section 901.10.
 - Stone Dust (No. 1-10 Aggregate) in accordance with section 901.11.
 - Sand (Designation 1-8) in accordance with section 901.11
 - Soil Separator Fabric in accordance with 919.01
- **DETECTABLE WARNING SURFACE:**
 - When radial or radius Detectable Warning Surface are indicated on the plans or directed in the field the contractor shall provide radius Cast-in-Place Detectable Warning Surfaces as manufactured by ADA Solutions, Inc. part No. 248RADREP_ or approved equal.
- **TOPSOIL, FERTILIZING, SEEDING & STRAW MULCHING**
 - Material shall consist of TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 and STRAW MULCHING and shall be in accordance with subsections 804.02, 806.02 & 809.02.

606.03.01 HMA Sidewalks, Driveways, and Islands

THE FOLLOWING IS ADDED:

Existing driveway shall be sawcut straight (not jackhammered) at the limits of construction shown or directed by the RE.

606.03.02 Concrete Sidewalks, Driveways, and Islands

THE FOLLOWING IS ADDED:

Existing driveways to be sawcut at the limit of construction as shown on the plans or as directed by the Engineer. Sawcutting shall conform to Section 202.

Existing driveways to be sawcut at the limit of construction as shown on the plans or as directed by the Engineer. Sawcutting shall conform to Section 202.

Handicap ramps shall consist of construction of handicap ramps at existing radii as directed by the Engineer. The handicap ramps shall consist of removal of existing concrete sidewalk and curb/curb and gutter and construction of 6" X 9" X 18" concrete curb, monolithic curb and gutter, concrete sidewalk 4" thick, Public Ramp Delineation, (24" x 48" ADATILE ADA SOLUTIONS (OR APPROVED EQUAL) and whatever materials or resets are necessary to complete each individual ramp.

The radii that will require complete handicap ramps will be those with existing curb and sidewalk or those with existing sidewalk but no curb. Those radii with curb only will be replaced with curb only and paid for under the item for 6" X 9" X 18" concrete vertical curb.

Public Ramp Delineation on newly constructed and on existing handicap ramps shall be (24" x 48" ADATILE ADA SOLUTIONS (OR APPROVED EQUAL) installed as per manufacturer's requirements.

Permission will not be granted for monolithic pours. All concrete curb of various types must be poured separately from Concrete Sidewalk, 4" thick.

THE FOLLOWING SUBPART(S) ARE ADDED:

606.03.04 Topsoil, Fertilizing, Seeding & Straw Mulching

Construction for TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 and STRAW MULCHING and shall be in accordance with subsections 804.03, 806.03 & 809.03.

606.03.05 Reset Existing Pavers and Setting New Pavers

Excavation shall be in accordance with Section 202. DGABC to be placed and compacted in accordance with Section 401. **Modular pavers in driveways to be placed on a concrete base course with a sand leveling bed.**

A $\frac{3}{4}$ to 1" setting bed consisting of stone dust should be applied over the concrete subbase conforming to ASTM C 33. When calculating bed levels, it is important to consider that the bricks will be compacted approximately $\frac{1}{8}$ " - $\frac{1}{4}$ " into the setting bed with a plate vibrator during final steps of installation. Level setting bed with a straight edge to desired heights. Level, but do not compact. Only spread sufficient area that can be covered with Pavers the same day. Do not step in or disturb the setting bed in any manner.

Place the paving bricks into position by hand, keeping joints as tight as possible. As soon as a sufficient area of bricks has been laid, the bricks are compacted into the setting bed with a high frequency, low amplitude plate vibrator. Units are pressed into setting bed and compacted. Joints are then filled with sand and brick pavers are vibrated until all joints are completely filled. Excess sand is removed. The only cutting of the bricks needed is at the boundaries. Cutting should be carried out with a diamond masonry saw. The pavement can be used by normal traffic as soon as it is completed.

The sand to be used as joint fill should be stabilized with an organic additive "SANDLOCK" as provided by PAVE TECH INC. or approved equal. Materials and mixing procedures as indicated in the manufacturer's specifications. The cost for this work shall be covered under the unit price bid for Concrete Modular Paver.

As directed, Aluminum paver restraints shall be utilized along planters and green areas. Materials and installation procedures as indicated in the manufacturer's specifications. The cost for this work shall be covered under the unit price bid for paver item.

On resetting work, the Contractor shall carefully remove the existing pavers, clean, and store pavers for resetting once base course work is complete.

Construction Tolerances for ADA Compatibility:

In locations where pavers are set with the pedestrian area construction tolerances are to be met. The following are the tolerances published by the Interlocking Concrete Pavement Institute as a result of the project identified below:

<https://www.access-board.gov/research/building/dimensional-tolerances/>

**Interlocking Concrete Pavement Institute
Construction Tolerances for Segmental Concrete Pavements**

Setting Bed Materials	Joint Widths	Construction Tolerances
Sand setting beds for concrete pavers and paving slabs	Joint width between adjacent units (See Figure 1)	1/16 in. to 3/16 in.
Attribute	Segmental Concrete Paving Products & Characteristics	Construction Placement & Surface Tolerances
Joint or bond lines	All segmental concrete paving products: Horizontal deviation	Maximum $\pm 1/2$ in. horizontal deviation from either side of a 50-ft. string line pulled over a joint or bond line
Laying Pattern	Concrete Pavers:	90 degree herringbone
Surface smoothness	All segmental concrete paving products: Variation in height between adjacent units (lippage)	Maximum 1/8 in.
Surface flatness	All segmental concrete paving products: Surface tolerance	$\pm 3/8$ in. over 10 ft, noncumulative

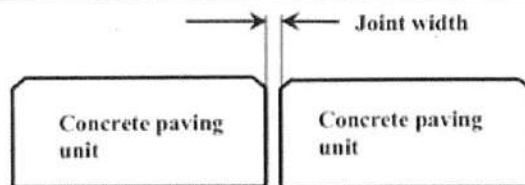


Figure 1. Concrete paving unit cross section defining joint width

606.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED:

Pay Item

CONCRETE SIDEWALK, 4" THICK
CONCRETE SIDEWALK, REINFORCED, 6" THICK
HOT MIX ASPHALT DRIVEWAY, 2" THICK
DETECTABLE WARNING SURFACE

Pay Unit

SQUARE YARD
SQUARE YARD
SQUARE YARD
SQUARE YARD

THE FOLLOWING IS ADDED:

New or resetting of Concrete/Clay Modular Pavers will be measured by the square yard. Square Yard cost to include labor in removing, storing and cleaning existing block, excavation, DGABC base course, plus

materials and labor for construction of setting bed, pavers, edge restraint, joint fill and stabilization. All Handicapped curb ramps are to be constructed with reinforced 6" thick concrete.

It is the Contractor's responsibility for determining the extent of improvements required for those ramp locations identified and completing said work to ensure ramps are in conformance with current NJDOT and ADA standards.

When newly proposed curb-lines, walks or driveways cause gaps in adjacent existing concrete/clay modular paver walks or driveway the contractor shall provide additional matching pavers to fill in such gaps or fill in such gaps as directed by the engineer. No separate payment shall be made.

Payment for TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 AND STRAW MULCHING shall be included under the various bid items in this section including but not limited to RESET EXISTING PAVERS, CONCRETE SIDEWALK, _" THICK; CONCRETE SIDEWALK, REINFORCED, _" THICK; HOT MIX ASPHALT DRIVEWAY, _" THICK. Payment for 4" Dense Graded Aggregate Base Course shall be included under the various unit bid price items in this section including but not limited to CONCRETE SIDEWALK, _" THICK; CONCRETE SIDEWALK, REINFORCED, _" THICK; HOT MIX ASPHALT DRIVEWAY, _" THICK.

All applicable unit bid price in this section shall include Excavation, Unclassified, pavement removal and disposal of all materials in order to construct in accordance with the plans and specifications.

SECTION 607 – CURB

607.01 DESCRIPTION

THE FOLLOWING IS ADDED:

Pay items under this section shall include pavement repair strips adjacent constructed curbs consisting of DENSE-GRADED AGGREGATE BASE COURSE, HOT MIX ASPHALT 9.5M64 SURFACE COURSE and HOT MIX ASPHALT 19M64 BASE COURSE in accordance with section 302 & 401. Thickness of the various courses shall be in accordance with the pavement section as detailed or noted on the plans.

Pay items under this section shall include TOPSOILING 4" THICK, FERTILIZING & SEEDING, TYPE AIII AND STRAW MULCHING restoration of adjacent grassed areas disturbed by construction in accordance with section 804, 806 & 809.

607.02 MATERIAL

THE FOLLOWING IS ADDED:

In addition to all materials listed in the section, material for the following items shall include:

- PAVEMENT REPAIR STRIPS ADJACENT TO PROPOSED CURB LINE:
 - DENSE-GRADED AGGREGATE BASE COURSE shall be in accordance with section 302.02
 - HOT MIX ASPHALT 9.5M64 SURFACE COURSE shall be in accordance with section 401.02
 - HOT MIX ASPHALT 19M64 BASE COURSE shall be in accordance with section 401.02.
- TOPSOIL, FERTILIZING, SEEDING & STRAW MULCHING
 - Material shall consist of TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 and STRAW MULCHING and shall be in accordance with subsections 804.02, 806.02 & 809.02.

607.03 CONSTRUCTION

THE FOLLOWING IS ADDED TO THE BEGINNING:

Cast-in-place concrete items shall not be constructed from November 1 to March 15 unless methods are reviewed and approved by the RE.

THE FOLLOWING SUBPART(S) ARE ADDED:

607.03.08 Pavement Repair Strips Adjacent to Constructed Curb-lines

Construction for pavement repair strips adjacent to curbs consisting of DENSE-GRADED AGGREGATE BASE COURSE, HOT MIX ASPHALT 9.5M64 SURFACE COURSE, HOT MIX ASPHALT 19M64 BASE COURSE and shall be in accordance with subsections 302.03 & 401.043.

607.03.09 Topsoil, Fertilizing, Seeding & Straw Mulching

Construction for TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 and STRAW MULCHING and shall be in accordance with subsections 804.03, 806.03 & 809.03.

607.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
9"X18" CONCRETE VERTICAL CURB	LINEAR FEET
GRANITE CURB	LINEAR FEET

THIS SUBSECTION IS CHANGED TO:

Areas of granite and concrete curb unnecessarily disturbed or damaged during construction shall be replaced by the Contractor at no additional cost to the Township.

THE FOLLOWING IS ADDED:

Payment for DENSE-GRADED AGGREGATE BASE COURSE, HOT MIX ASPHALT 9.5M64 SURFACE COURSE, HOT MIX ASPHALT 19M64 BASE COURSE at pavement repair strips where adjacent to proposed curb-lines and as detailed on the plans shall be included under the various bid curb items in this section including but not limited to 9" X 18" CONCRETE VERTICAL CURB & GRANITE CURB.

Payment for TOPSOILING, 4" THICK, FERTILIZING AND SEEDING, TYPE A-3 AND STRAW MULCHING shall be included under the various bid items in this section including but not limited to 9" X 18" CONCRETE VERTICAL CURB & GRANITE CURB.

All applicable unit bid price in this section shall include Excavation, , pavement removal and disposal of all materials in order to construct in accordance with the plans and specifications. No separate payment will be made for sawcutting and restoration and shall be included in the unit price bid for vertical curb and granite curb.

SECTION 609 – BEAM GUIDE RAIL

609.01 DESCRIPTION

This Section describes the requirements for installing, resetting, or removing beam guide rail.

609.02 MATERIALS

Provide materials as specified:

Concrete.....	903.03
Reinforcement Steel.....	905.01
Adhesive Anchor System.....	908.01.04
Flexible Delineators.....	911.03
Rail Element.....	913.01.01
End Treatment.....	913.01.02
Posts.....	913.01.03
Blockouts	913.01.03
Rub Rail	913.01.04
Miscellaneous Hardware	913.01.05

609.03 CONSTRUCTION

609.03.01 Beam Guide Rail

Install beam guide rail, single or dual faced, so that no unprotected end is exposed to approaching traffic. Within the same working day, replace all existing beam guide rail or cable guide rail that is removed. Where possible, install new beam guide rail exposed to approaching traffic before the removal of the existing system.

Before driving or mounting the posts, determine the location of utilities that may conflict with the posts. The Contractor may adjust post spacing by 6 inches, as approved, to eliminate such conflicts. After completing the wiring for each electrical system and before making connections, perform the following tests on each circuit using suitable equipment in the presence of the RE:

1. Tests for continuity.
2. Tests for ground.
3. Tests for insulation resistance between circuit wires and from circuit wires to ground. Verify that the insulation resistance is at least 150 megaohms between conductors, or between conductor and ground for circuits with a total single conductor length of 1,500 feet or more, and at least 175 megaohms for circuits with a total single conductor length of less than 1,500 feet.

The RE may require additional tests if it is suspected that conduit have been damaged. Locate and repair damage to the electrical conduit due to construction operations.

Drive beam guide rail posts to the required position. Ensure that posts are driven plumb, properly spaced, and to the line and grade shown.

Attach the beam guide rail element to the blockout at every post. Align the top edge of the beam guide rail element in a straight line or smooth curve, parallel to, or concentric with, the traveled way. Where a vertical transition is required, ensure that the top edge of the beam guide rail element forms the chords of a smooth vertical curve. If adjustments to the rail element are necessary, obtain RE approval before punching, drilling, or reaming of the rail element. Do not cut or weld the rail element.

Install flexible delineators with white retroreflective sheeting on the right side of the direction of traffic. Install flexible delineators with yellow retroreflective sheeting on the left side of the direction of traffic. Mount flexible delineators on the blockout of beam guide rail using either a "U" channel base on the I-beam blockout or a flat base attached to a wood timber or synthetic routed blockout. Attach the base to the I-beam, wood timber blockout, or synthetic routed

blockout using an adhesive recommended by the manufacturer of the base and panel. In addition to adhesive, mount flat base to a wood timber or synthetic routed blockout with two #10 x 3/4 inch long sheet metal screws.

Mount the first delineator on the beam guide rail end treatment so that the plane face of the center of the reflective area is at an angle of 0 degrees with a line that is perpendicular to the direction of traffic. Mount subsequent delineators every 81 1/4 feet (13 sections of guide rail) along tangent mainline roadway, or every 43 3/4 feet (7 sections of guide rail) along curved mainline roadway with a radius of less than 1,910 feet. If a parabolic flare in the beam guide rail exists, place the second delineator at the end of the flared section with subsequent delineators spaced as stated above. If the distance between the last delineator and the end of the beam guide rail is greater than 40 feet on tangent mainline roadways, or 20 feet on curved mainline roadways, mount a delineator on the last post or end treatment.

Repair damage to the galvanized coating according to ASTM A 780.

303 609.03.03 Terminals and Anchorages

At least 10 days before beginning the work, submit the manufacturer's recommendations the RE. Install terminals and anchorages according to the manufacturer's recommendations.

Excavate for post holes as specified in 202.03.03. Backfill and compact using the directed method as specified in 203.03.02.B.3. Excavate cut slope as specified in 202.03.03 within the limits of the buried guide rail terminal. Drive beam guide rail posts for buried guide rail terminal to the required position. Ensure that posts are driven plumb, properly spaced, and to the line and grade shown. Attach the beam guide rail element to the spacer at every post. Attach the beam guide rail element and plate to the terminal posts. Align the top edge of the beam guide rail element in a straight line. Where a vertical transition is required, ensure that the top edge of the beam guide rail element forms the chords of a smooth vertical curve. Backfill with excavated material as specified in 203.03.02.B.3.

609.03.04 Beam Guide Rail Blockouts

Where required, attach blockout on existing beam guide rail between the steel posts and rail elements. Where beam guide rail is attached to a structure, attach the blockout to the structure. Reset beam guide rail, as specified in 609.03.05, to provide a smooth transition to the existing structure.

609.03.06 Removal of Beam Guide Rail

After removing beam guide rail, backfill the post holes and compact the area to the elevation of the adjacent surface. Dispose of beam guide rail as specified in 201.03.01.H.

609.03.08 Beam Guide Rail on Bridge

A. Beam Guide Rail and Thrie Beam Guide Rail Attachment to Sidewalk

Install beam guide rail consisting of steel double rail elements, steel blockouts, and steel posts welded to a base plate and mounted on bridge structure sidewalk, safety walk, or roadway sidewalk utilizing epoxy-grouted anchors approved by the Department. Install the required attachments as shown on the Plans. Core drill the holes in the bridge structure sidewalk for anchor bolts with a core drill bit. Ensure core drill bit sizes for anchor bolt holes conform to manufacturer's recommendations. Space holes and locate to clear existing deck reinforcement, deck joints, conduits, and junction boxes. Fasten anchor bolts to the concrete according to the manufacturer's recommendations. 304 Ensure concrete and existing utility conduits are not damaged during the drilling for anchor bolts. Repair damage to the existing concrete caused by construction operations at no additional compensation. Furnish Certification as specified in 106.07 that the 7/8 inch diameter anchor bolt has a minimum pullout strength of 24 kips.

609.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

THE FOLLOWING PAY ITEMS ARE ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
BEAM GUIDE RAIL, BRIDGE	LINEAR FEET
CONTROLLED RELEASE TERMINAL	UNIT
REMOVAL OF BEAM GUIDE RAIL	UNIT

SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS

610.01 DESCRIPTION

THE FOLLOWING IS ADDED:

On Township of West Orange roads, extruded thermoplastic, as specified in Section 610.03.02, shall be used for long line traffic stripes, traffic marking lines, and traffic markings symbols. The only exception to this will be when the project calls specifically for the installation of tape or preformed symbols. The use of Epoxy traffic stripes, as specified in Section 610.03.01, is limited to concrete bridge decks, as detailed, or locations as maybe called for specifically on the Contract plans.

610.02 Materials

THE FOLLOWING IS DELETED

Material and equipment for TRAFFIC MARKINGS SYMBOLS, VARIOUS shall be in accordance with this section.

610.03.02 Traffic Marking Lines, Traffic Marking Symbols, and Traffic Marking Route Symbols

THIS SECTION IS CHANGED TO:

610.03.02 Traffic Markings Lines, Traffic Markings Symbols, Various, and Traffic Markings Symbols

THE FOLLOWING IS ADDED TO THE BEGINNING:

The pigment, beads, and fillers shall be well dispersed in the binder. The material shall be free from all skins, dirt, foreign matter, and other deleterious substances, and shall be of such composition that it will not bleed, stain or discolor when applied to pavements.

Thermoplastic material shall not emit fumes which are toxic or injurious to persons or property when it is heated to application temperature. The material shall not emit excessive smoke during heating and application.

Prior to installing permanent striping, the contractor shall verify no water ponding conditions exist throughout the limits of the project.

On resurfacing projects and reconstruction projects with lanes open to traffic, permanent striping on the new surface course must be installed within 3 days of the installation of the HMA surface course.

THE FOLLOWING SUBPARTS ARE ADDED:

- H. **Hot Spray Thermoplastic.** Test strips will be as directed by the RE and in accordance with procedures outlined in subsection 610.03.02 item G.

Thermoplastic pavement marking materials shall not be applied by the spray method when air and pavement surface temperatures are below 50 F or when the surface of the pavement contains any evidence of moisture.

When applied to the pavement, the thermoplastic material shall be sufficiently tack-free to carry traffic in not more than 2 minutes when pavement surface temperature is at 50 F, and not more than 10 minutes when pavement surface temperature 130 F.

The thermoplastic material shall be installed in a molten state by the spray method at a minimum temperature of 380 F and a maximum temperature of 450F. Scorching or discoloration of material is cause for rejection by the RE. The machinery shall be constructed so that all mixing and conveying parts, up to and including the spray gun maintain the material in the molten state.

The thermoplastic material shall be applied at a thickness of not less than 0.030-inch, but in no case shall it exceed a thickness of 0.050-inch. Finished lines shall be within a 1/4-inch of the width specified in the plans.

The thickness of the markings will be measured as such random points as the RE selects to determine conformance to these specifications. The thickness shall be measured by placing strips of masking tape randomly on the substrate in the line of the spray gun. Material shall be sprayed on the tape at the normal rate of application. Once the line has cooled slightly, the tape shall be removed and thickness measured. If the measurements show less than 0.030 inches, the RE will "chip" the edges of the markings at random points and measure the thickness of the chips to determine if the overall thickness of the markings is at least 0.030 inches. If the overall thickness or the thickness above the pavement surface is substantially in conformance with the thickness requirements, payment will be made at 100 percent of the contract unit prices involved.

When the thickness at a given location is less than 0.030 inches additional measurements will be taken on each side of such location at such intervals as the RE may select to determine the extent of the deficient portion of the marking. The Contractor shall then apply additional thermoplastic material and beads to bring the thickness of the markings to at least 0.030 inches.

610.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

THE BOROUGH WILL MEASURE AND MAKE PAYMENT FOR ITEMS AS FOLLOWS:

<i>Pay Item</i>	<i>Pay Unit</i>
TRAFFIC MARKING LINES, 4" (IF & WHERE DIRECTED)	LINEAR FEET
TRAFFIC MARKING LINES, 6" (IF & WHERE DIRECTED)	LINEAR FEET
TRAFFIC MARKING LINES, 8" (IF & WHERE DIRECTED)	LINEAR FEET
TRAFFIC MARKING LINES, 12" (IF & WHERE DIRECTED)	LINEAR FEET
TRAFFIC MARKING LINES, 24" (IF & WHERE DIRECTED)	LINEAR FEET

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

Prior to installing permanent striping, the contractor shall verify no water ponding conditions exist throughout the limits of the project and at the limits of millings. If a ponding condition is identified after permanent striping has been placed the contractor shall regrade the pavement via milling and paving or via infrared repair to allow the area to drain or perform whatever corrective work is necessary to drain the area including but not limited removal and reconstruction of ADA curb ramps, reconstructing curb lines and then restripe the area to conform the proposed improvements. No separate payment shall be made for remobilization to restripe.

All traffic stripes and markings shall be thermoplastic. The Township will only make payment for traffic stripe quantities when all markings shown on the plans are installed. In the case of resurfacing, when all prior roadway markings for the resurfaced roadway segment are installed.

SECTION 612 – SIGNS

612.02 MATERIALS

THE FOLLOWING IS DELETED FROM THE MATERIALS LIST.

Non-Breakaway Sign Supports 911.02.03

THE FOLLOWING IS ADDED:

- F. Constructing Anchor, Hinge, Bracket and Coupling Assemblies.** At least 10 days before beginning the work, submit the manufacturer's installation guide and installer's certification to the RE.

Ensure that the installer is certified by the manufacturer.

Ensure that the manufacturer's representative is present during the foundation pour and the installation of the first sign. Install anchor, hinge, bracket and coupling assemblies according to the manufacturer's recommendations. The RE may require the system manufacturer's representative to be present at all times during the installation to provide on-site technical support.

612.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
REGULATORY AND WARNING SIGN	SQUARE FEET
GUIDE SIGN, TYPE GA, STEEL "U" AND SQUARE TUBE POST SUPPORTS	UNIT

The contractor shall be responsible for coordination with the West Orange Police Department for traffic operations and parking prohibitions during construction. The Police Department shall be notified 72 hours in advance when requesting an officer for traffic control.

DIVISION 650 – UTILITIES

SECTION 651 – WATER

651.01 DESCRIPTION

THE FOLLOWING IS ADDED:

The Work described in this Section is for work performed when the utility is owned by a municipality. The Contractor shall coordinate all work with the local utility authority. The utility owner is responsible for all inspection and testing.

Separate payment shall not be made for Water Valve Box Reset. Shall be included under Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick.

SECTION 652 – SANITARY SEWERS

652.01 DESCRIPTION

THE FOLLOWING IS ADDED:

The Work described in this Section is for work performed when the utility is owned by a municipality. The Contractor shall coordinate all work with the local utility authority. The utility owner is responsible for all inspection and testing.

652.03.04 Sanitary Sewer Service Connections

THE FOLLOWING IS ADDED:

A. SANITARY SEWER SERVICE CONNECTIONS Performed by the Contractor

House connections damaged by the Contractor shall be restored to proper operating conditions at no cost to the Township. The size and type of pipe and type of joint shall conform to the requirements of the corporations, companies, agencies, or municipalities owning or controlling the utility. When the service connection lines need to be relocated due to a field conflict, the length of line replaced will be paid by the linear foot and will include all Work to restore the service.

Plastic or PVC pipe and fittings may be used if permitted by corporations, companies, agencies, or municipalities owning or controlling the utility.

652.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
RECONSTRUCT MANHOLE, SANITARY SEWER, INCLUDING NEW CASTING, FRAME AND COVER	UNIT

THE FOLLOWING IS ADDED:

Payment for Setting Castings on Sanitary Manholes, Resetting Sanitary Manhole Castings, and Rebuilding Sanitary Manholes & Reconstructing Manholes shall be made under the respective bid items in section 602.

SECTION 653 – GAS

653.01 DESCRIPTION

THE FOLLOWING IS ADDED:

The Contractor shall coordinate all work with the local utility authority. The utility company is responsible for all inspection and testing.

Separate payment shall not be made for Reset Gas Valve Box. Shall be included under Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick.

DIVISION 800 – LANDSCAPING

SECTION 802 – TRIMMING AND REMOVING TREES

802.03 CONSTRUCTION

802.03.01 Trimming Existing Trees

Notify the RE 3 days before beginning work. The Department will designate trees to be trimmed. Ensure that tree trimming is supervised by a person certified in accordance with the NJ "Tree Experts and Tree Care Operators Licensing Act" P.L. 2009, Chapter 237. At least 7 days before beginning the work, submit the name and qualifications to the RE for approval by the Department.

Remove all dead, dying, diseased, interfering, objectionable, and weak branches. Do not remove healthy low branches unless directed. When removing the lower bottom branches of trees for underclearance, ensure a symmetrical appearance and minimize cuts to ensure normal sap flow.

Make clean cuts as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can start. Cut branches that are too heavy to handle in multiple sections to prevent splitting or peeling of the bark. Where necessary, lower branches to the ground by ropes or equipment to prevent tree or property damage.

Perform work in accordance with ANSI A 300 standards.

On trees known to be diseased, disinfect tools after each cut when there is a danger of transmitting the disease on tools.

Inspect old injuries, and trace those not closing properly and where callus growth is not already completely established.

Reuse waste material and debris resulting from trimming existing trees as specified in 202.03.03.C.2.

802.03.02 Tree Removal

Notify the RE 3 days before beginning work. The Department will designate trees to be removed. Ensure that tree removal is supervised by a person certified in the work in accordance with the NJ "Tree Experts and Tree Care Operators Licensing Act" P.L. 2009, Chapter 237. At least 7 days before beginning the work, submit the name and qualifications to the RE for approval by the Department.

Fell trees to prevent damage to adjacent vegetation, structures, utility wires, and property. Remove trees and their stumps to at least 6 inches below the existing ground surface. Backfill stump holes with topsoil, and fertilize, seed, and mulch the area as specified in 806.03.01. In wooded areas and on slopes of 2H:1V or steeper, cut off stumps at the existing ground surface. Treat live stumps with herbicide immediately after cutting. If suckering occurs, apply herbicides or perform mechanical operations to ensure that regrowth does not occur.

Repair damage to remaining trees and vegetation as directed by the Department. Repair damaged turf areas as specified in 806.03.01.

Perform work in accordance with ANSI A 300 standards.

Reuse waste material and debris resulting from tree removal as specified in 202.03.03.C.1.

802.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
TRIMMING EXISTING TREE, OVER 6" TO 12" DIAMETER (IF AND WHERE DIRECTED)	UNIT
TRIMMING EXISTING TREE, OVER 12" TO 18" DIAMETER (IF AND WHERE DIRECTED)	UNIT
TRIMMING EXISTING TREE, OVER 30" TO 36" DIAMETER (IF AND WHERE DIRECTED)	UNIT
TREE REMOVAL, OVER 12" TO 18" DIA. (IF AND WHERE DIRECTED)	UNIT

The Department will determine the quantity of TRIMMING EXISTING TREE, OVER ____" TO ____" DIAMETER AND TREE REMOVAL, OVER ____" TO ____" DIAMETER by the number of trees in each diameter category. The Department will measure the diameter of the tree 4 1/2 feet above the ground.

SECTION 804 – TOPSOILING

804.04 MEASUREMENT AND PAYMENT

DELETE THE FOLLOWING ITEM:

<i>Pay Item</i>	<i>Pay Unit</i>
TOPSOILING, 4" THICK, INCLUDING FINE GRADING (IF AND WHERE DIRECTED)	SQUARE YARD

THE FOLLOWING IS ADDED:

Separate payment shall not be made for TOPSOILING, 4" THICK. Payment for TOPSOILING, 4" THICK shall be included under the various bid items in sections 606 and 607.

SECTION 806 – FERTILIZING AND SEEDING

806.03.01 TURF SEEDING

C. Seed and Fertilizer Application

2. Dry Method.

ADD THE FOLLOWING

Newly seeded areas need to be kept moist. Without regular rainfall, water 1/4" twice a day until vegetation is well established.

E. Turf Establishment

ADD THE FOLLOWING

During dry seasons, water planting areas with 1/2" of water every 3-4 days.

806.04 MEASUREMENT AND PAYMENT

DELETE THE FOLLOWING ITEM:

<i>Pay Item</i>	<i>Pay Unit</i>
FERTILIZING AND SEEDING, TYPE A-3 (IF AND WHERE DIRECTED)	SQUARE YARD

THE FOLLOWING IS ADDED:

Separate payment shall not be made for FERTILIZING AND SEEDING, TYPE A-3. Payment for FERTILIZING AND SEEDING, TYPE A-3 shall be included under the various bid items in sections 606 and 607.

SECTION 809 – MULCHING

804.04 MEASUREMENT AND PAYMENT DELETE THE FOLLOWING ITEMS:

THE FOLLOWING IS ADDED:

Separate payment shall not be made for STRAW MULCHING. Payment for STRAW MULCHING shall be included under the various bid items in sections 606 and 607.

SECTION 811 – PLANTING

811.01 DESCRIPTION

This Section describes the requirements for furnishing, delivering, and installing plants.

811.02 MATERIALS

Provide materials as specified:

Topsoil.....	917.01
Fertilizer, 1-2-1 Ratio.....	917.02.02
Pulverized Limestone.....	917.02.03
Mulch	917.04
Plant Materials.....	917.08
Antidesiccant.....	917.09.02
Herbicide.....	917.09.03
Water Retaining Polymer.....	917.09.04
Stakes	917.10.G.2
Water.....	919.08

Provide wire staples made of No. 25 plain iron wire that are formed into a U shape, 1 inch wide and 12 inches long.

811.03 CONSTRUCTION

811.03.01 Planting

- A. **Furnishing, Delivering, Installing, and Caring for Plants.** Submit to the RE the current Materials Questionnaire Form for landscaping material, as specified in 106.04, 30 days before delivery with a copy to the Office of Landscape Architecture in the Bureau of Landscape Architecture and Environmental Solutions.

Handle and pack plants to prevent injuries during transit. Do not dump or drop plants while unloading. Protect the roots of all plants from freezing or desiccating by heeling-in, watering, covering or keeping shaded, or placing in a climate controlled building or trailer.

Coordinate work to prevent delays in planting that may expose the root systems of plants to the air, sun, or freezing conditions.

B. Optimal Planting Seasons.

Table 811.03.01-1 Optimal Planting Season	
Type of Plant	Season
Broadleaf and coniferous evergreen trees, shrubs, vines, and ground covers	March 1 to May 15 August 15 to December 1
Deciduous trees, shrubs, vines, ornamental grasses, and perennials	March 1 to May 15 October 15 to December 1
Container grown plant materials	March 1 to May 15 August 15 to December 1
Narcissus	October 15 to December 1
Hemerocallis	March 1 to May 15
Peltandra virginica and Pontederia cordata	Specified Season - Non-dormant March 15 to June 15 only
Spartina species and Distichlis spicata	Specified Season - Non-dormant May 1 to July 15 only

When planting outside the optimal planting seasons, ensure that plants installed are kept watered and protected from freezing and desiccation.

- C. **Layout.** Before planting, stake plant locations and bed outlines and obtain Department approval. Immediately notify the RE to arrange for Departmental guidance for the "Naturalized Plant Material" or if existing conditions prevent planting at the exact locations shown on the Plans. The Department may adjust plant locations to meet field conditions.
- D. **Planting Beds.** Spray existing vegetation within proposed planting beds during the growing season with glyphosate at the manufacturer's recommended rates. The Department may direct the reapplication of glyphosate 10 days after the first application. Mow the dead vegetation as closely as possible to existing ground, or turn it into the soil. Ensure glyphosate is applied by a Pesticide Applicator Business, under direction and supervision of a Commercial Pesticide Applicator in accordance with the NJ Pesticide Control Program regulations in NJAC Title 7 Chapter 30.
- E. **Excavation for Plant Pits and Beds.** Excavate as specified in 202.03.03. Before excavating plant pits and beds, ensure that the areas conform to the specified lines and grades. On slopes steeper than 4H:1V, excavate plant pits no more than 5 days in advance of planting.

Excavate pits for balled and burlapped plants to a minimum of 2 times the width of the root ball and no deeper than the root ball as measured from the bottom of the trunk flare to the bottom of the ball. Excavate pits for containerized plants to a minimum of 2 times the width of the container and no deeper than the actual height of the root mass within the container. Ensure that side slopes of all pits taper down from the rim of the pit to the outer edge of the bottom of the ball. Ensure that the sides of the pits are loosened and roughened to promote root penetration. Obtain RE approval before reusing topsoil from the excavated pits. Plant pits may be adjusted to fit site conditions. Ensure volumetric equivalent.

For seedlings, vines, ground covers, and perennials, excavate pits to a minimum 12 inch diameter and 12 inch depth.

Dispose of excavated soil from plant pits as specified in 202.03.03.C.2. When requesting reuse of excavated material, obtain Department approval before reuse as specified in 202.03.03.C.1. Dispose of sod, weeds, roots, and other objectionable material as specified in 201.03.01.H.

If the Contractor does not plan to plant excavated pits before the end of the working day, provide a plan, to the RE for approval, 5 days before planting that details the measures to ensure safety.

- F. **Pruning.** Prune according to ANSI A300 to preserve the natural character of each plant. Limit pruning at the time of planting to the removal of dead, conflicting, and broken branches. Do not prune the leaders of trees. Ensure that experienced personnel, using properly conditioned equipment and methods in keeping with accepted horticultural practice, perform all pruning.
- G. **Setting Plants.** Set plants plumb and at the same depth at which they were grown in the nursery, except set trees with a trunk flare 1/2 to 1 inch above the surrounding grade to allow for settling. Set roots for the various conditions as follows:
 - 1. **Balled and Burlapped Plants.** Handle and move plants only by the ball. Either remove, or loosen and fold back the burlap from the upper 1/2 of the ball. When balled and burlapped plants are in wire baskets, remove the entire wire basket, preserving the integrity of the ball.
 - 2. **Containerized Plants.** Immediately before planting, remove the container, and make 3 vertical cuts equidistantly spaced around the perimeter of the root mass. Make each cut 1/2 inch deep from the top of the root-earth mass to the bottom.
 - 3. **Wetland Plants.** Pin the plugs within tidal elevations with wire staples to prevent floating. Fertilize the herbaceous plants with 1 ounce of 3 to 4 month slow release fertilizer.
- H. **Backfilling.** Backfill with topsoil and a water retaining polymer around the root system. Hand-tamp the topsoil and water at the rate of 15 gallons per square yard of pit area to settle the topsoil and to remove air pockets. Ensure that the topsoil is not frozen at the time of backfilling. Where necessary, backfill areas that have settled with topsoil. Form a 4 inch high compacted berm using topsoil around individual plants to a diameter equal to that of the pit. Ensure that the berm functions properly throughout the plant establishment period.
- I. **Watering.** Ensure plants receive a minimum of 1 inch depth of water per square yard of planting surface area per week. Ensure that the soil surrounding the root system remains moist but not saturated.
- J. **Staking and Guying.** Immediately after planting, stake or guy trees either 1 inch or more in caliper or more than 3 feet in height. Ensure that guy wires are not used to plumb trees but allow for normal sway. Ensure that trees remain plumb.
- K. **Tree Protection.** Install tree protectors to a height of 2 feet above the ground surface on all planted *Malus* and *Crataegus* species to prevent damage from bark consuming rodents.
- L. **Mulching.** Treat all beds with a pre-emergent herbicide before placing mulch. Ensure pre-emergent herbicide is applied by a Pesticide Applicator Business, under direction and supervision of a Commercial Pesticide Applicator in accordance with the NJ Pesticide Control Program regulations in NJAC Title 7 Chapter 30. Mulch plants as specified in 809.03.03. Neatly edge the beds to a depth of 4 inches to produce a smooth, flowing edge line and to retain mulch in bed.
- M. **Caring for Plants.** Inspect plants for condition and health. Maintain plants in a healthy growing condition by watering, weeding a minimum of once per month during growing seasons, spraying with pesticides, pruning, remulching, maintaining guys and stakes, and other horticultural operations as necessary. Replant missing plants or those that are not alive and healthy.

- N. **Restoration and Cleanup.** Where existing turf areas have been damaged during planting operations, restore the disturbed areas as specified in 806.03.01. Dispose of debris as specified in 201.03.01.H.

811.03.02 Plant Establishment and Maintenance Period

After completion, request that an inspection be made by the Department to determine if 100 percent of plants are alive and healthy. The Department will inspect plantings between May 1 and October 1. Install plants as specified in 811.03.01 that are missing or not alive and healthy. If replanting plants outside of the optimal or specified planting season as specified in Table 811.03.01-1, only use containerized or balled and burlapped plants that are certified as being dug dormant. The plant establishment and maintenance period will begin when the Department determines that 100 percent of the plants are alive and healthy.

Ensure the plantings are cared for during the plant establishment and maintenance period by keeping the plants in a healthy growing condition by watering, weeding, spraying with pesticides, pruning, mulching disturbed areas, maintaining guys and stakes, and by other operations as horticulturally necessary. Remove and dispose of weeds, debris, and damaged plant material as specified in 201.03.01.H. Inspect plants annually and replace any missing plants or those that are not alive and healthy.

The Department will reinspect the plants annually for the number of years specified in the Special Provisions. The reinspection by the Department will be yearly after the start of the plant establishment and maintenance period. If the Department determines that plants need to be replaced after each inspection, install plants as specified in 811.03.01 within 3 weeks of notification. If replacing outside of the optimal planting season as specified in Table 811.03.01-1, only use containerized or balled and burlapped plants that are certified as being dug dormant.

Remove stakes, guys, and guy wires within the last month of the conclusion of the plant establishment and maintenance period. At the conclusion of the plant establishment and maintenance period, remove and dispose of weeds, debris, and damaged plant material as specified in 201.03.01.H. Treat planting beds with a pre-emergence herbicide.

Provide the Department's Office of Landscape Architecture with the following for the duration of the plant establishment and maintenance period:

1. **Highway Occupancy Permit (HOP).** Obtain a Highway Occupancy Permit from the NJDOT Centralized Permits office. Provide 2 copies of the approved permit to the Department's Office of Landscape Architecture. Include the following with the permit application, which will become part of the approved permit:
 - a. Submit project description, location, and copy of the landscape plans, details, and specifications.
 - b. Submit, for approval by the Department, a plant establishment and maintenance plan based on 811.03.01.M.
 - c. Submit, for approval by the Department, a detailed work schedule describing when the plant establishment and maintenance work will occur.
2. **Maintenance Bond.** Provide a bond to the Department in the amount specified in the Special Provisions with 2 copies sent to the Office of Landscape Architecture.
3. Ensure that the HOP and maintenance bond remain in effect for the duration of the plant establishment and maintenance period.

Notify the Office of Landscape Architecture 3 days before the date plant establishment and maintenance work will be performed.

Failure to care for, maintain, or replace material that is missing or not alive and healthy both on and off site in each year of the Plant Establishment and Maintenance for the period specified in the Special Provisions will be cause for the Department to access the bond and contact the bonding company to complete this work.

811.04 MEASUREMENT AND PAYMENT
THE FOLLOWING ITEMS ARE ADDED:

<i>Pay Item</i>	<i>Pay Unit</i>
SMALL DECIDUOUS TREE, 6" DIA. (IF AND WHERE DIRECTED)	UNIT

SECTION 820 - CONTRACT ALLOWANCE

820.01 DESCRIPTION

This Section describes the requirements for contract allowance.

820.02 PROCEDURE

The Schedule of Prices includes a Pay Item for Contract Allowance for changes in the scope of Work. There is no guarantee that any of these funds will need to be used during the course of the Work.

820.02.01 Changes in the Scope of Work and Allowance for Unforeseen Conditions.

The Township will address changes in the scope of work as follows:

A change in the scope of work is a change that causes the work to substantially differ in kind or nature from the original proposed construction. The Municipality may make payment for a change in the scope of work whether the change directly causes a change in the character of the work or causes other work to become significantly different in character. Efficiencies or inefficiencies resulting from minor increases or decreases in quantities of work are not a change in the scope of work. If a change in the scope of the work results in a decreased cost to perform the work, the Township will revise the price to reflect this reduced cost.

For changes in the scope of work, the Township will base the modification on the difference between what the actual cost to perform the work of the Item or portion thereof involved would have been if there were no change, and the actual cost of performing the work or portion of work as changed. The modification shall only apply to the portion of the work for an Item actually affected by the change.

No work is to be performed under CONTRACT ALLOWANCE without written authorization from the Engineer.

820.04 MEASUREMENT AND PAYMENT

The Township will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
CONTRACT ALLOWANCE	LUMP SUM

The Contract quantity of CONTRACT ALLOWANCE is a lump sum allowance, and the engineer has inserted a bid price in the Schedule of Prices.

Payment shall not be requested if no work is done under CONTRACT ALLOWANCE. To qualify for payment, work must be authorized by the Engineer in writing.

DIVISION 900 – MATERIALS

SECTION 902 – ASPHALT

902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Unless otherwise approved by the RE, only one source of supply for hot mix asphalt surface course may be used on the project.

SECTION 909 – DRAINAGE

909.02 PIPE

909.02.01 Reinforced Concrete Pipe

Manufacture reinforced concrete pipe at a plant listed on the QPL. In the manufacture of reinforced concrete pipe, use concrete that is composed of cement, coarse aggregate, fine aggregate, and water. Concrete may include admixtures, fly ash, or slag. Provide materials as specified:

Aggregates	901.06
Cement	903.01
Admixtures:	
Air-Entraining	903.02.01
Chemical	903.02.02
Fly Ash.....	ASTM C 618, Class C or F
Slag	903.02.03.B
Water.....	919.08

If fly ash is used to control alkali-silica reactivity, use Class F fly ash.

Manufacture reinforced concrete culvert pipe, storm drain, and sewer pipe to conform to AASHTO M 170, Class III, Wall B, unless otherwise designated. For jacked pipe, use reinforced concrete culvert pipe conforming to AASHTO M 170, Class V, Wall B. Manufacture reinforced concrete elliptical culvert, storm drain, and sewer pipe to conform to AASHTO M 207, Class HE-III, unless otherwise designated.

If required for watertight flexible joints, use preformed flexible joint sealants conforming to AASHTO M 198.

Follow the Department approved Buy America Compliance Plan. Provide documentation of compliance when requested by the ME.

For concrete pipe that is less than 60 inches in diameter, submit a certification of compliance as specified in 106.07. The ME will randomly inspect and test small-diameter concrete pipe for quality assurance.

For concrete pipe that is 60 inches or more in diameter, notify the ME at least 2 weeks before shipping pipe to the Project. The ME will inspect and approve large-diameter pipe in the supplier's yard after manufacture. Perform 3 point loading in the supplier's yard as directed by the ME. If the ME does not inspect the concrete pipe, submit certifications of compliance as specified in 106.07.

SECTION 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS

912.01 PAINTS AND STAINS

912.01.01 Structural Steel Paint

THE FOLLOWING IS ADDED:

Paint structural steel which is to be galvanized, after galvanizing using the Duplex Coating System specified in 912.01.05. Do not subject structural steel which is to be painted after galvanizing to quenching under any circumstances. See contract plans for limits of painting.

THE FOLLOWING SUBSECTION IS ADDED:

912.01.05 Duplex Coating System

Apply a factory finish coating over the freshly galvanized surface of all materials so noted on the contract plans. Follow the guidelines of the American Galvanizers Association publication "Painting over Galvanized Structural Steel."

The applicator shall be a company specializing in Duplex Coating and having a minimum of five years' experience with coating galvanized steel with a "wet paint" method. The applicator will provide previous Duplex coated references.

Before the coating work is started, the finish coat applicator shall submit to the Township a color chart of the paint manufacturer which is to be used. Upon color selection, and before commencing work on the coating, submit a 3" x 5" galvanized steel sample plate, coated with the production materials to be used to the Township for final color, gloss and finish quality approval.

The coating shall consist of the following paints, manufactured by International Protective Coatings, or approved equal:

- a. Intercure 420 as base primer, and
- b. Interthane 990 finish coat.

Apply paint per manufacturer specifications. Surfaces to be painted shall be dry and free from dust, dirt, oil, grease or other contaminants. Apply paint coatings as soon as practicable after galvanizing. The target timeframe is to apply the primer within 24 hours of hot-dip galvanizing.

The paint shall be applied under conditions within the following tolerances during the complete finishing process:

Air temperature 50 degrees F min. and 90 degrees F max.

1. Steel surface temperature 50 degrees F min. and 100 degrees F max.
2. Humidity 65% max.
3. Steel temperature at least 5 degrees F above the dew point.

The typical thickness of the Intercure 420 coating will be 4 to 7 mils. The Interthane 990 coating will be 2 to 3 mil dry equivalent.

912.02 COATINGS

912.03 PERMANENT TRAFFIC STRIPES AND MARKINGS

912.03.02 Traffic Markings

THIS SUBSECTION HEADING IS CHANGED TO:

912.03.02 Thermoplastic Traffic Stripes and Markings

THE FOLLOWING IS ADDED:

The material shall be a mixture of resins and other materials providing an essentially nonvolatile thermoplastic compound especially developed for traffic markings.

The thermoplastic material shall be 100 percent solids. The binder shall consist of thermoplastic resins and plasticizers, and shall be homogeneously incorporated with all necessary pigments, fillers and glass beads to produce a traffic coating to meet the requirements as specified herein.

The thermoplastic extruded material shall produce a line of 90-100 mils thickness.

When the thermoplastic material has been formulated for spray application, apply at a minimum of 350 degree F to produce a line of 30-35 mils thickness.

SECTION 917 – LANDSCAPING MATERIALS

917.01 TOPSOIL

4. Gradation/Particle Size

Sand (2.0 mm to 0.05 mm)
40 - 65
Silt (0.05 mm to 0.005 mm)
25 - 60
Clay (0.005 mm and smaller)
5 - 20

Material outside of these ranges is not suitable for use as topsoil.

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

The Contractor will sample topsoil at a rate of at least 1 sample per source to ensure conformance to the requirements above subparagraphs 2, 3, & 4. The RE may also choose to have the topsoil tested at a Department approved testing facility. If the topsoil is found to fall outside the parameters set in this Subsection, the Contractor shall amend the soil and further tests shall be taken to show the soil meets the parameters. No additional payment will be made for the testing or required soil amendments.

TABLE 917.01-2 IS REVISED AS FOLLOWS:

Table 917.01-2 Particle Size Distribution for Topsoil
Particle Size Percent

917.10 PLANT MATERIALS

A. Nomenclature.

THE FOLLOWING IS ADDED:

All tree material supplied shall be of "tree form" with a straight central leader and free of branches to 5 feet above the ground, unless otherwise directed by the RE.

SECTION 919 – MISCELLANEOUS

919.14 DETECTABLE WARNING SURFACE

THE FOLLOWING IS ADDED TO THIS SECTION:

For detectable warning surface installed in new concrete surface, submit for approval a pre-formed material that is cast into the concrete. Material to be of a rigid composite such as Vitrified Polymer Composite (VPC) or polyester resin fiberglass reinforced (SMC) Detectable/Tactile Warning Surface tile that imbeds in the concrete. Surface applied tiles to be used when installing over existing concrete or on HMA, as directed by RE. The installation of the tiles is to be in accordance with the tile manufacturer's specifications. Tiles must be able to be cut or fabricated to fit curves in ramps to meet the coverage and

rise requirements of the ADA Standard. Color to be **Safety Red** unless specified otherwise in the plans and specifications or directed by the engineer.

When radial or radius Detectable Warning Surface are indicated on the plans or directed in the field the contractor shall provide radius Cast-in-Place Detectable Warning Surfaces as manufactured by ADA Solutions, Inc. part No. 248RADREP_ or approved equal.

DIVISION 1000 – EQUIPMENT

SECTION 1009 – HMA PLANT EQUIPMENT

1009.01 HMA PLANT

A. Requirements for HMA Mixing Plants.

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

The HMA producer is required to have a quality control (QC) program plan approved annually by the ME as per Materials Approval Procedure MAP-102. The HMA producer is required to ensure that the QC plan conforms to the requirements outlined in the report entitled "Hot Mix Asphalt Quality Control Program Plan" prepared by the Department of Transportation and New Jersey Asphalt Paving Association. Failure to follow these requirements will result in rejection of HMA materials supplied by the HMA producer and removal of the HMA supplier from the QPL.

NJDOT TEST METHODS

NJDOT B-3 – SELECTING CORES FOR MAXIMUM SPECIFIC GRAVITY TESTING IN AIR VOIDS DETERMINATION

A. Procedure.

THE FOLLOWING NOTE IS ADDED AFTER STEP 3:

NOTE: For Recore Lots and Statistical Outlier Lots, do not randomly select a core for maximum specific gravity testing. The entire core lot must be tested for maximum specific gravity.

THE FOLLOWING STEP IS ADDED AFTER STEP 9:

10. If the lot has an outlier or is a recore lot, the entire lot must be tested for maximum specific gravity. Calculate air voids using each individual core maximum specific and bulk specific gravity.

THE FOLLOWING TEST METHODS ARE ADDED:

NJDOT B-10 – OVERLAY TEST FOR DETERMINING CRACK RESISTANCE OF HMA

A. **Scope.** This test method is used to determine the susceptibility of HMA specimens to fatigue or reflective cracking. This test method measures the number of cycles to failure.

B. **Apparatus.** Use the following apparatus:

1. **Overlay Tester.** An electro-hydraulic system that applies repeated direct tension loads to specimens. The machine features two blocks, one is fixed and the other slides horizontally. The device automatically measures and records a time history of load versus displacement every 0.1 sec at a selected test temperature.

The sliding block applies tension in a cyclic triangular waveform to a constant maximum displacement of 0.06 cm (0.025 in.). This sliding block reaches the maximum displacement and then returns to its initial position in 10 sec. (one cycle).
2. **Temperature Control System.** The temperature chamber must be capable of controlling the test temperature with a range of 32 to 95 °F (0 to 35 °C).
3. **Measurement System.** Fully automated data acquisition and test control system. Load, displacement, and temperature are simultaneously recorded every 0.1 sec.
4. **Linear Variable Differential Transducer (LVDT).** Used to measure the horizontal displacement of the specimen (+/- 0.25 in.). Refer to manufacturer for equipment accuracy for LVDT.
5. **Electronic Load Cell.** Used to measure the load resulting from the displacement (5000 lb capatownship). Refer to manufacturer for equipment accuracy for load cell.
6. **Specimen Mounting System.** Used two stainless steel base plates to restrict shifting of the specimen during testing. The mounting jig holds the two stainless steel base plates for specimen preparation.
7. **Cutting Template.**
8. **Two Part Epoxy.** Two part epoxy with a minimum 24 hour tensile strength of 600 psi (4.1 MPa) and 24 hour shear strength of 2,000 psi (13.8 MPa).
9. **10 lb weight (4.5 kg).** Used to place on top of specimens while being glued to specimen platens.
10. **¼ inch Width Adhesive Tape.** Placed over gap in plates to prevent the epoxy from bonding the plates together.
11. **Paint or Permanent Marker.** Used to outline specimens on platens for placement of epoxy.
12. **3/8-in. Socket Drive Handle with a 3-in. (7.6 cm) extension.**

C. Procedure. Perform the following steps:

1. Sample Preparation.

- a. **Laboratory Molded Specimens** - Use cylindrical specimens that have been compacted using the gyratory compactor (AASHTO T 312). Specimen diameter must be 6 inches (150 mm) and a specimen height must be 4.5 inches $\pm$ 0.2 inches (115 $\pm$ 5 mm).

Note 1 - Experience has shown that molded laboratory specimens of a known density usually result in a greater density (or lower air voids) after being trimmed. Therefore, it is recommended that the laboratory technician produce molded specimens with an air void level slightly higher than the targeted trimmed specimen. Determine the density of the final trimmed specimen in accordance with AASHTO T 166.

- b. **Core Specimens** - Specimen diameter must be 6 inches $\pm$ 0.1 inch (150 mm $\pm$ 2 mm). Determine the density of the final trimmed specimen in accordance with AASHTO T166.

2. Trimming of Cylindrical Specimen. Before starting, refer to the sawing device manufacturer's instructions for cutting specimens.

- a. Place the cutting template on the top surface of the laboratory molded specimen or roadway core. Trace the location of the first two cuts by drawing lines using paint or a permanent marker along the sides of the cutting template.
- b. Trim the specimen ends by cutting the specimen perpendicular to the top surface following the traced lines. Discard specimen ends.
- c. Trim off the top and bottom of the specimen to produce a sample with a height of (1.5 inches $\pm$ 0.02 inches (38 mm $\pm$ 0.5 mm)).
- d. Measure the density of the trimmed specimen in accordance with AASHTO T 166. If the specimen does not meet the density requirement as specified for performance testing for the mix being tested, then discard it and prepare a new specimen.
- e. Air dry the trimmed specimen to constant mass, where constant mass is defined as the weight of the trimmed specimen not changing by more than 0.05% in a 2 hour interval.

3. Mounting Trimmed Specimen to Base Plates (Platens).

- a. Mount and secure the base plates (platens) to the mounting jig. Cut a piece of adhesive tape approximately 4.0 inches (102 mm) in length. Center and place the piece of tape over the gap between the base plates.
- b. Prepare the epoxy following manufacturer's instructions.
- c. Cover a majority of the base plates (platens) with epoxy, including the tape. Glue the trimmed specimen to the base plates.
- d. Place a 10 lb (4.5 kg) weight on top of the glued specimen to ensure full contact of the trimmed specimen to the base plates. Allow the epoxy to cure for the time recommended by the manufacturer. Remove the weight from the specimen after the epoxy has cured.
- e. Turn over the glued specimen so the bottom of the base plates faces upward. Using a hacksaw, cut a notch through the epoxy which can be seen through the gap in the base plates. The notch should be cut as evenly as possible and should just begin to reach the specimen underneath the epoxy. Great care should be taken not to cut more than 1/16 inch (1.58 mm) into the specimen.
- f. Place the test sample assembly in the Overlay Tester's environmental chamber for a minimum of 1 hour before testing.

4. Start Testing Device. Please refer to manufacturer's equipment manual prior to operating equipment.

- a. Turn on the Overlay Tester. Turn on the computer and wait to ensure communication between the computer and the Overlay Tester occurs.
 - b. Turn on the hydraulic pump using the Overlay Tester's software. Allow the pump to warm up for a minimum of 20 minutes.
 - c. Turn the machine to load control mode to mount the sample assembly.
5. Mounting Specimen Assembly to Testing Device. Enter the required test information into the Overlay Tester software for the specimen to be tested.
- a. Mount the specimen assembly onto the machine according to the manufacturer's instructions and the following procedural steps.
 1. Clean the bottom of the base plates and the top of the testing machine blocks before placing the specimen assembly into the blocks. If all four surfaces are not clean, damage may occur to the machine, the specimen, or the base plates when tightening the base plates.
 2. Apply 15 lb-in of torque for each screw when fastening the base plates to the machine.
6. Testing Specimen.
- a. Perform testing at a constant temperature recommended by the New Jersey Department of Transportation for the mixture in question. This is typically either 59 °F (15 °C) or 77 °F (25 °C).
- Note 3** – Ensure the trimmed specimen has also reached the constant temperature required.
- b. Start the test by enabling the start button on the computer control program. Perform testing until a 93% reduction or more of the maximum load measured from the first opening cycle occurs. If 93% is not reached, run the test until a minimum of 1,200 cycles.
 - c. After the test is complete, remove the specimen assembly from the Overlay Tester machine blocks.
- D. **Report.** Include the following items in the report:
1. Date and time molded or cored.
 2. NJDOT mixture identification.
 3. Trimmed specimen density.
 4. Starting Load.
 5. Final Load.
 6. Percent decline (or reduction) in Load.
 7. Number of cycles until failure.
 8. Test Temperature

NJDOT B-11- DETERMINING GRADATION OF CRUMB RUBBER FOR ASPHALT MODIFICATION

- A. **Scope.** This method is used to determine the gradation of the crumb rubber for asphalt-rubber binder
- B. **Apparatus.** Use the following apparatus:
1. Oven capable of maintaining a temperature of 140 ± 10 °F for drying sample to a constant weight.
 2. Rubber balls having a weight of 8.5 ± 0.5 grams, a diameter of 24.5 ± 0.5 mm, and a Shore Durometer "A" hardness of 50 ± 5 per ASTM Designation D 224
 3. No. 8, 16, 30, 50, 100, and 200 sieves conforming to AASHTO M 92.
 4. Mechanical sieve shaker conforming to AASHTO T 27.
 5. Balance conforming to AASHTO M 231 and having a minimum capacity of 100 grams with a precision of 0.1 gram.

- C. Procedure.** The crumb rubber for asphalt rubber binder is required to conform to the gradations specified below when tested in accordance with ASTM Designation C 136 except as follows:
1. Obtain 100 ± 5 grams from the crumb rubber sample and dry to a constant weight at a temperature of not less than 135°F nor more than 145°F and record the dry sample weight.
 2. Place the crumb rubber sample and 5.0 grams of talc in a one pint jar, then shake it by hand for a minimum of one minute to mix the crumb rubber and the talc. Continue shaking or open the jar and stir until the particle agglomerates and clumps are broken and the talc is uniformly mixed.
 3. Place one rubber ball on each sieve. After sieving the combined material for 10 ± 1 minutes, disassemble the sieves. Brush remaining material adhering to the bottom of a sieve into the next finer sieve. Weigh and record the weight of the material retained on the No. 8 sieve and leave this material (do not discard) on the scale or balance. Ensure that observed fabric balls remain on the scale or balance and are placed together on the side of the scale or balance to prevent the fabric balls from being covered or disturbed when placing the material from finer sieves on to the scale or balance. Add the material retained on the next finer sieve (No. 16 sieve) to the scale or balance. Weigh and record that weight as the accumulative weight retained on that sieve (No. 16 sieve). Continue weighing and recording the accumulated weights retained on the remaining sieves until the accumulated weight retained in the pan has been determined. Before discarding the crumb rubber sample, separately weigh and record the total weight of the fabric balls in the sample.
 4. Determine the weight of material passing the No. 200 sieve (or weight retained in the pan) by subtracting the accumulated weight retained on the No. 200 sieve from the accumulated retained weight in the pan. If the material passing the No. 200 sieve (or weight retained in the pan) has a weight of 5 grams or less, cross out the recorded number for the accumulated weight retained in the pan and copy the number recorded for the accumulated weight retained on the No. 200 sieve and record that number (next to the crossed out number) as the accumulated weight retained in the pan. If the material passing the No. 200 sieve (or weight retained in the pan) has a weight greater than 5 grams, cross out the recorded number for the accumulated weight retained in the pan, subtract 5 grams from that number and record the difference next to the crossed out number. The adjustment to the accumulated weight retained in the pan is made to account for the 5 grams of the talc added to the sample. For calculation purposes, the adjusted accumulated weight is the same as the adjusted accumulated weight retained in the pan. Determine the percent passing based on the adjusted total sample weight and recorded to the nearest 0.1 percent.
- D. Report.** Report all test results on ME provided forms.

NJDOT B-12 – DETERMINING ROTATIONAL VISCOSITY OF ASPHALT RUBBER BINDER

- A. Scope.** This method presents procedures for sampling and testing of asphalt-rubber binder in the field using a hand held portable rotational analog or digital viscometer.
- B. Apparatus.** Use the following apparatus:
1. **Viscometer.** A hand held high range rotational viscometer. Analog models with indicator needles and scaled dial displays or digital read out viscometers may be used. Analog models that have been found acceptable include Rion Model VT-04E and Haake Model, VT-02. Digital models that have been found acceptable include Haake VT 2 Plus.
 2. **Rotor.** A cylinder with a diameter of 24 ± 1.1 millimeters, height of 53 ± 0.1 millimeters, and a vent hole attached to a spindle or shaft with length of 87 ± 2 millimeters that is compatible with the selected viscometer. Acceptable rotors include Rion No. 1, Haake No 1, or an equivalent.
 3. **Thermometer.** Digital with metal jacket probe accurate to 1°F .
 4. **Sample Containers.** Clean 1 gallon metal cans with lids and wire bale.

5. **Viscosity Standard Oils.** Fluids calibrated in absolute viscosity centipoise (cP).
6. **Viscometer Holder.** Clean metal container or stand for safely storing the viscometer between tests.
7. **Level Surface.** Level surface not directly on the ground.
8. **Heat Source.** A controllable heat source (i.e. a hot plate, gas stove, or burner) to maintain the temperature of the asphalt-rubber sample at 350 ± 3 °F while measuring viscosity.
9. **Personal Equipment.** Eye protection and heat resistant gloves.

C. Procedure. Perform the following steps:

1. **Calibration of Equipment.** Calibrate the equipment as follows:
 - a. Verify the accuracy of the viscometer by comparing the viscosity results obtained with the hand held viscometer to 3 separate calibration fluids of known viscosities ranging from 1000 cP to 5000 cP. The known viscosity value is based on the fluid manufacturer's standard test temperature or based on the test temperature versus viscosity correlation table provided by the fluid manufacturer.
 - b. The viscometer is considered accurate if the values obtained are within 300 cP of the known viscosity.
 - c. Verify the calibration of the rotational viscometer using viscosity standards before use at each site.
2. **Sampling Asphalt-Rubber Binder.** Provide new sample containers and ensure that they are clean before using. Before sampling, draw at least 1 gallon from an appropriate sample valve on the interaction tank and discard. Then reopen the sample valve and draw at least 3/4 of a gallon for testing.
3. **Preparing Asphalt-Rubber Binder Samples for Testing.** Prepare the asphalt-rubber binder as follows:
 - a. Immediately transport the sample to the testing area. Ensure that the testing area is close to the sampling location to reduce the potential for temperature loss.
 - b. Set the open asphalt-rubber binder sample container on the level surface on or over the heat source.
 - c. To prevent scorching or burning, manually stir the asphalt-rubber binder sample using a metal stir rod or the temperature probe.
 - d. Continue stirring until a consistent asphalt-rubber binder temperature of 350 ± 3 °F is achieved. Record the actual test temperature with the corresponding viscosity measurement.
 - e. Insert the viscometer spindle and rotor into the hot asphalt-rubber binder sample near the edge of the can. Ensure that the spindle and rotor are not inserted deeper than the immersion depth mark on the shaft and are not plugging the vent hole. During insertion, the spindle and rotor may be tilted slightly to keep the vent hole clear.
 - f. Allow the rotor to acclimate to the temperature of the asphalt-rubber binder for approximately 1 minute. During acclimation, stir the sample thoroughly and measure the temperature.
 - g. Orient the sample and the rotor so that the rotor is near the center of the sample, align the depth mark on the shaft with the asphalt-rubber binder surface, and level the viscometer in order to measure viscosity.
4. **Testing.** Analog viscometers include a level bubble to help orient the device to ensure that the rotor and shaft remain vertical. Digital viscometers may not include a level bubble. If a level bubble is not included, attach a small adhesive bubble to the viscometer or use a framework with a level bubble.

Test the asphalt-rubber binder as follows:

- a. As soon as the viscometer is leveled and the depth mark is even with the asphalt-rubber binder surface, begin rotor rotation. When using a digital viscometer, activate the continuous digital display according to the manufacturer's recommendations. Read and record the peak viscosity value (The peak measurement typically represents the viscosity of the asphalt-rubber binder; report and log that value. As the rotor continues to turn, it "drills" into the sample and spins rubber particles out of its measurement area. This may cause thinning of the material in contact with the rotor erroneously indicating a drop in the apparent viscosity of the asphalt-rubber binder) from the graduated scale labeled with the corresponding rotor number or from the digital display.
 - b. After completing the first measurement, move the viscometer rotor away from the center of the sample can without removing it from the asphalt-rubber binder sample. Turn off the rotor rotation.
 - c. Stir the asphalt-rubber binder sample thoroughly.
 - d. Repeat Steps 1, 2, and 3. Take 3 measurements and average the results to determine the viscosity.
 - e. Return the viscometer to its holder with the rotor suspended in a suitable solvent. Before using the rotor again, wipe off the solvent and dry the rotor to avoid solvent contamination of the next sample.
- D. Calculations.** Some meters read in units of mPa·s (0.001 Pascal·seconds) or dPa·s (0.1 Pa·s), while others may read in centipoise (cPs) units. The conversion is 1 Pa·s = 1000 cPs.
- E. Report.** Include the following items in the report:
1. Date and time sampled.
 2. Location of asphalt-rubber binding blending plant.
 3. Test temperature and viscosity.
 4. Rotor designation.
 5. Viscometer model and serial n

NJDOT R-1 – OPERATING INERTIAL PROFILER SYSTEMS FOR EVALUATING PAVEMENT PROFILES

THIS ENTIRE TEST METHOD IS CHANGED TO:

- A. Scope.** This test method describes the procedure for operating, verifying the calibration of an ASTM E 950 Class 1 Inertial Profiler System (IPS) and testing riding surface for pavement profiles evaluation.
- B. Apparatus.** Use an IPS that meets the requirements of AASHTO M 328 and ASTM E 950, Class 1 and the following:
1. Certify the IPS according to AASHTO R 56 at least every 2 years. If a system component is replaced, re-certify the system. Perform the certification at a site approved by the Department.
 2. The data system provides the raw profile data in an ASCII format acceptable to the Department.
 3. The computer program uses a high-pass filter set at 300 feet and reads an ASCII or text file for computing the International Roughness Index (IRI) in inches per mile.
 4. The current version of *ROADRUF*, *ProVal*, or other Department approved pavement profile analysis software is used to compute the IRI.
- C. Procedure.** Perform the following steps:
1. Operate the IPS according to AASHTO R 57 and ASTM E 950.

2. On a daily basis before data collection, check the equipment and operating system for operational stability and calibration. Perform necessary calibration procedures according to equipment manufacturer's procedures and applicable standards. Operators shall maintain a log documenting the calibration history.
3. Ensure that the operators of the IPS have completed a profile training course, such as NHI Course 131100, have been trained specifically on the IPS they will be operating, and are proficient in the operation of the IPS.
4. Make provisions to automatically start and stop the IPS recording at the beginning and end of testing.
5. Ensure retroreflective traffic striping tape or other approved mechanism is placed at the beginning and end of each direction of travel for automatically triggering the start and stop of profile measurements.
6. Collect at least 0.05-mile of data before the area to be tested to allow the system to stabilize before profile measurements are obtained. Collect data in a continuous run through the length to be tested. If the run is interrupted, discard the results and re-run the length.
7. Test the full extent of each wheel path of each lane in the longitudinal direction of travel. The wheel path is defined as being located approximately 3 feet on each side of the centerline of the lane and extending for the full length of the lane. Lanes are defined by striping.
8. Run three tests each wheel path and report average of three runs each wheel path.
9. Exclude locations where the traffic striping includes turn lanes that cause the through traffic lane to cross over a longitudinally paved joint, ramps, and lanes such as acceleration and deceleration lanes of less than 1,000 feet of continuous through treatment.
10. Report single IRI value average of 3 runs unless otherwise directed. The single IRI value shall be each 0.01 mile length for each lane, ramp, and shoulder and 0.005 mile for each overlaid bridge structure.

NJDOT C-2 – QUICK-SETTING PATCH MATERIALS

C. Procedure.

2. **Tests.** Test materials according to the following:

THE B. IS CHANGED TO:

- b. **Strength Development.** For Type 1 and 2, test 2 cubes per test according to AASHTO T 106. For Type 1A and 1B, make two 4 × 8-inch cylinders per test according to AASHTO R 39. Cure specimens covered with a plastic cover over the cylinder for 3 hours and then cure without the plastic cover at 70.4 to 76.4 °F and 50 percent relative humidity until testing. Test according to AASHTO T 22.

APPENDIX A

**MEETING FEDERAL LABOR STANDARDS FOR COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDED PROJECTS**

MEETING FEDERAL LABOR STANDARDS

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

FUNDED PROJECTS

JOSEPH N. DI VINCENZO, JR
Essex County Executive

JOHN M. SOARES
Division Director

Revised 11.18.24

TABLE OF CONTENTS

I. Introduction

II. Sanctions

III. Rehabilitation Act of 1973

IV. Contractor/Sub Contractor Certification of Eligibility

V. General Terms and Conditions of Contract

VI. Federal / State Labor Standard Provisions

VII. Notice to Employees Re Payment of Wages and other activities (to be posted onsite)

VIII. Job Safety and Health Protection Posters/Signs

IX. Bidders Notice (references UEI and SAM #s)

X. Contractors Clearance Requirements

XI. Affirmative Action Affidavit

XII. Section 3 Requirements

XIII. CDBG Project Sign

XIV. BABA Requirements

INTRODUCTION

ESSEX COUNTY DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT

The Essex County Economic Development Center

20 Crestmont Road, Verona, New Jersey 07044

Tel (973) 655-0200

This information packet has been prepared for the purpose of explaining the Federal Labor Standards Provisions as required by the Housing and Urban-Rural Recovery Act of 1983. In the following pages, the responsibilities and obligations of HUD, Title I recipients and contractors working on CDBG funded projects are detailed.

Included are explanations of the statutory provisions and sanctions, general terms and conditions, Labor Standards Provisions that should become part of the contract documents, and the Contractor Certification of Eligibility for all contractors.

In addition, actual forms, which must be utilized, will be made available. Although the regulations and procedures may initially appear to be complicated, the intent of this implementation process stresses prevention and, if carefully followed, should be effective in preventing labor standard violations and minimizing the impact of those which do occur.

Any questions occurring during project implementation should be addressed to the Program Monitor assigned to the project.

SANCTIONS

The following sanctions are operable:

- A. Where the recipient's performance with respect to labor standards, administration, and enforcement is found not to be in conformance with the requirements of the Housing and Community Development Act of 1974 and the applicable implementing regulations of HUD, the provisions of Section 570:913 of the Regulations (Other remedies for noncompliance) are effective. Payments may be terminated, reduced, or otherwise limited.
- B. Violations of the Copeland Act by contractors could be the basis for termination of contract and could result in criminal prosecution by the Federal Government pursuant to 18 U.S.C. 874. Fraudulent execution of the requisite statements of compliance could result in prosecution under the False Information Act 18 U.S.C. 1001, 18 U.S.C. 1020, or 31 U.S.C. 231. The making of false statements is a felony.
- C. Violations of the Contract Work Hours and Safety Standards Act make the contractor and any subcontractor responsible and liable for unpaid wages and for liquidated damages to the United States in the Sum of \$10.00 per man per day for each violation. Intentional violations are a Federal misdemeanor, punishable for each and every offense by a fine of not more than \$1,000 or by imprisonment for not more than 6 months, or both. Violations may also be grounds for termination of contract.
- D. Violations of the Davis-Bacon Act may result in suspension of the project payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled. Violations may also result in contract termination, suspension, or debarment of the contractor or subcontractor.
- E. Debarment recommendations pursuant to 29 CFR Part 5.6 shall be made by the appropriate HUD area office director accompanied by substantiating material and forwarded to the Regional Administrator, Attention Labor Relations Officer for Review. In turn, subject recommendation with comment shall be referred to the Assistant to the Secretary for Labor Relations for review and submission to the Department of Labor for appropriate action.

REHABILITATION ACT OF 1973

PUBLIC LAW 93-112

NONDISCRIMINATION UNDER FEDERAL GRANTS

Sec. 504. No otherwise qualified handicapped individual in the United States, as defined in Section 7 (6), shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal Financial Assistance.

Approved September 26, 1973.

See #5 of General Terms and Conditions - Architectural Barrier Act.



DEPARTMENT OF ECONOMIC DEVELOPMENT, TRAINING AND EMPLOYMENT

DIVISION OF HOUSING & COMMUNITY DEVELOPMENT

20 Crestmont Road
Verona, New Jersey 07044
Tel. (973) 655-0200

Joseph N. DiVincenzo, Jr.
Essex County Executive

Anibal Ramos, Jr.
Department Director

CONTRACTOR CERTIFICATION OF ELIGIBILITY

I, _____ of _____
(Name of Contractor) (Name of Firm)

by entering into this contract certify that neither I, nor my firm, nor any person or firm who has an interest in my firm, is a person or firm ineligible to be awarded government contracts by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

No part of this contract shall be contracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12 (a)(1).

The penalty for making false statement is prescribed in the US Criminal Code, 18USC 1001.

DATE: _____

PROJECT AND YEAR: _____

TOWN: _____

SIGNATURE: _____



**DEPARTMENT OF ECONOMIC DEVELOPMENT, TRAINING AND EMPLOYMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT**

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Joseph N. DiVincenzo, Jr.
Essex County Executive

Anibal Ramos, Jr.
Department Director

John M. Soares
Division Director

SUB CONTRACTOR CERTIFICATION OF ELIGIBILITY

I, _____ of _____
(Name of Sub Contractor) (Name of Firm)

by entering into this contract certify that neither I, nor my firm, nor any person or firm who has an interest in my firm, is a person or firm ineligible to be awarded government contracts by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

The penalty for making a false statement is prescribed in the US Criminal Code, 18USC 1001.

PROJECT NAME: _____ CONTRACT AMOUNT \$ _____

NATURE OF WORK TO BE PERFORMED: _____

WORKMEN WILL REPORT FOR WORK ON OR ABOUT _____

GENERAL CONTRATORS NAME: _____

SIGNATURE: _____ DATE: _____

CONTRACT FOR COMMUNITY DEVELOPMENT PROJECTS

SUMMARY

Listed below are the terms, conditions, and provisions, which must be followed for projects, funded in whole or in part with Community Development Funds. A more complete explanation of each requirement is to be found on the following pages.

GENERAL TERMS AND CONDITIONS

1. Lead Base Paint Prohibition
2. Compliance with Air and Water Acts
3. Interest of Members of Congress
4. Interest of Members, Officers or Employees (present & former)
5. Architectural Barriers Act
6. Provisions for Training, Employment & Business Opportunities
7. Termination Contract for Cause
8. Termination for Convenience of Municipality/Borrowing Entity
9. Changes
10. Assignability
11. Reports and Information
12. Records and Audits
13. Copyright
14. Patent Rights
15. Compliance with Local Laws
16. Indemnification
17. Equal Employment Opportunity
18. Performance Bonds
19. Payment Bond
20. Bid Guarantee
21. Maintenance Bond

CONTRACT FOR COMMUNITY DEVELOPMENT PROJECTS

General Terms and Conditions

1. LEAD BASE PAINT PROHIBITION:

The use of lead base paint on applicable surfaces of any residential structure undergoing construction or reconstruction through funds provided in whole or in part under Title I of the Housing and Community Development Act of 1974 is prohibited. The contractor shall conform to the provisions of 24 CFR 35 and the "Lead Base Paint Poisoning Prevention Act" 42 USC 4841 (3).

2. COMPLIANCE WITH AIR AND WATER ACT:

Contractors and sub grants of amounts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857 et seq.) and the Federal Water Pollution Control Act 33 USC 1251 et seq. as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

3. INTEREST OF MEMBERS OF CONGRESS:

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend this contract if made with a corporation for its general benefit.

4. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:

No member, officer, or employee of the County, Municipality, or the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

5. ARCHITECTURAL BARRIERS ACT:

The design of any facility (building, outdoor recreation or restroom facility) must comply with the "American Standard Specifications for Making Building and Facilities Accessible and Usable by the Physically Handicapped". (See 41 CFR 101 -19.603).

6. PROVISIONS FOR TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701U. Section 3 requires that to the greatest extent feasible opportunities for training and employment in given lower income residents of the project areas and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

B. Parties to this contract will comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns.

Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified in 24 CFR 135.

7. TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Municipality shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. On such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the Municipality, become its property and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the contractor shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the contract by the contractor, and the Municipality may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due the Municipality from the contractor is determined.

8. TERMINATION FOR CONVENIENCE OF MUNICIPALITY:

The Municipality may terminate this contract at any time by giving at least ten (10) days notice in writing from the Municipality to the contractor. If the contract is terminated by the Municipality, as provided herein, the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the contractor shall be reimbursed (in addition to the above payment) for the portion of the actual out-of pocket expenses (not otherwise reimbursed under the contract) incurred by the contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

9. CHANGES

The Municipality may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Municipality and the Contractor, shall be incorporated in written amendments to this contract.

10. ASSIGNABILITY

The contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Municipality thereto: Provided, however, that claims for money due or to become due to contractor from the Municipality under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

11. REPORTS AND INFORMATION:

The contractor, at such times and in such forms as Essex County, the Secretary of HUD and/or the Municipality may require, shall furnish Essex County, the Department of HUD and/or the Municipality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred, or to be incurred, in connection therewith, and any other matters covered by this contract.

12. RECORDS AND AUDITS:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the Municipality, Essex County, or the Department of HUD to assure proper accounting for all project funds, both federal and nonfederal shares. These records will be made available for audit purposes to the Municipality, Essex County, or the Department of HUD, or the Comptroller General of the United States or any authorized representative, and will be retained for three (3) years after the expiration of this contract unless permission to destroy them is granted by both the Municipality, Essex County and Department of HUD.

13. COPYRIGHT

No report, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor.

14. PATENT RIGHTS

In the event that any invention, improvement, or discovery may be conceived or first actually reduced to practice by the contractor or its employees, in the course of or under this contract or any subcontract, the contractor shall give prompt notice thereof to Essex County. Any such invention, improvement, or discovery, together with all information, designs, specifications, know-how, data, patent rights, and findings in connection therewith which arose or were developed in the hereunder, shall be made available to the public through dedication, assignment to the Government of the United States of America, or such other means as HUD shall determine.

15. COMPLIANCE WITH LOCAL LAWS:

The contractor shall comply with all applicable laws, ordinance, and codes of the State and Local Governments.

16. INDEMNIFICATION

The contractor shall indemnify and hold harmless the Municipality and its agents and employees from against all claims, damages, losses, and expenses, including attorneys fees arising out of or resulting from performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Municipality or any of its agents or employees by any employee of the contractor, any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefits acts, or other employee benefit acts.

17. EQUAL EMPLOYMENT OPPORTUNITY:

A. This clause applies to contracts not exceeding \$10,000:

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this contract. A breach of this provision may be grounds for contract termination.

B. This Clause applies to contracts in excess of \$10,000:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his/her books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the statement preceding subparagraph 1 and the provision of subparagraph 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. A breach of Paragraph 1, 3, 4, 5, 6, and 7 may be grounds for termination of the contract and for debarment as provided in 20 CFR 5.6.

18. PERFORMANCE BOND

The contractor shall post a Performance Bond for 100% of the contract price.

19. PAYMENT BOND

The contractor shall post a payment bond for 100% of the contract price to assure payment of all persons supplying labor and materials in the execution of work provided for in the contract.

20. BID GUARANTEE

The contractor shall post a bid guarantee bond for 10% of the bid price as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

21. MAINTENANCE BOND

Upon completion of projects the municipality involved will certify as to the acceptance of the job and will produce a maintenance bond prior to or at the time the final payment is requested. A percentage of the contract is usually held until the completion of the job. This is the retainage, which consists of the final payment request. If a maintenance bond is not secured by Contractor then the retainage will be held in lieu of maintenance bond, for a period of 1 year. The entire project file is reviewed prior to payment of final voucher assure compliance has been met with all Federal Labor Standards Provisions and the M & C procedures as set forth by this office. If items are missing, the contractor should be given written notice and a copy sent to the municipal contact person.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

New Jersey Department of Labor and Workforce Development

Chapter 194, Laws of New Jersey, 2009, Relating to

Employer Obligation to Maintain and Report Records

Regarding Wages, Benefits, Taxes and Other Contributions and Assessments Pursuant to State Wage, Benefit and Tax Laws

**Wage Payment Law (N.J.S.A. 34:11-4.1 et seq.) and
Wage and Hour Law (N.J.S.A. 34:11-56a et seq.)**

Each employer must keep a record of each employee which contains the following information:

1. The name of the employee;
2. The address of the employee;
3. The birth date of the employee if the employee is under the age of 18;
4. The total hours worked by the employee each day and each workweek*;
5. The earnings of each employee, including the regular hourly wage, gross to net amounts with itemized deductions, and the basis on which wages are paid;
6. Regarding each employee who receives gratuities, the total gratuities received by the employee during the payroll week;
7. Regarding each employee who receives gratuities, daily or weekly reports completed by the employee containing the following information:
 - (a) the employee's name,
 - (b) the employee's address,
 - (c) the employee's social security number,
 - (d) the name and address of the employer,
 - (e) the calendar day or week covered by the report, and
 - (f) the total amount of gratuities received; and
8. Regarding each employee for whom the employer claims credit for food or lodging as a cash substitute for the employee who receives food or lodging supplied by the employer, information substantiating the cost of furnishing such food or lodgings, including but not limited to the nature and amount of any expenditures entering into the computation of the fair value of the food or lodging and the date required to compute the amount of the depreciated investment in any assets allocable to the furnishing of the lodgings, including the date of acquisition or construction, the original cost, the rate of depreciation and the total amount of accumulated depreciation on such assets.

The employer may use any system of time keeping provided that it is a complete, true and accurate record.

The employer must keep the wage and hour records described above for a period of six years.

The employer must keep the wage and hour records described above at the place of employment or in a central office in New Jersey.

* This requirement does not apply with regard to those employees who are covered by the exceptions set forth at N.J.S.A. 34:11-4.6e and 34:11-56a20, which includes but is not limited to individuals employed in a bona fide executive, administrative, professional or outside sales capacity.

Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)

The Prevailing Wage Act applies to employers only under certain circumstances.

Specifically, it applies only when an employer enters into a contract in excess of the prevailing wage contract threshold amount for any public work (as the term "public work" is defined at N.J.S.A. 34:11-56.26) to which any public body is a party or for public work to be done on a property or premises owned by a public body or leased or to be leased by a public body.

Each public works contractor must submit to the public body or lessor which contracted for the public works project a certified payroll record containing the following employee information:

1. Name;
2. Address;
3. Social security number;
4. Craft or trade;
5. Actual hourly rate of pay;
6. Actual daily, overtime and weekly hours worked in each craft or trade;
7. Gross pay;
8. Itemized deductions;
9. Net pay paid to the employee;
10. Any fringe benefits paid to approved plans, funds or programs on behalf of employee; and
11. Fringe benefits paid in cash to the employee.

Each public works contractor must, within 10 days of payment of wages, submit the certified payroll record to the public body or the lessor which contracted for the public works project.

Each public works contractor which employs one or more apprentices on a public works project must maintain with its records written evidence that the apprentice or apprentices are registered in an approved apprenticeship program while performing work on the project.

**Unemployment Compensation Law (N.J.S.A. 43:21-1 et seq.),
Temporary Disability Benefits Law (N.J.S.A. 43:21-25 et seq.) and
Family Leave Insurance Benefits Law, P.L. 2008, c. 17.**

Payroll records: Each employing unit must maintain a record for each worker engaged in employment, which record must contain the following information about the worker:

1. Full name, address and social security number;
2. Total remuneration paid in each pay period showing separately cash, including commissions and bonuses; the cash value of all compensation in any medium other than cash; gratuities received regularly in the course of employment if reported by the employee, or if not so reported, the minimum wage rate prescribed under applicable laws of this State or of the United States, or the amount of remuneration actually received by the employee, whichever is higher, and service charges collected by the employer and distributed to workers in lieu of gratuities and tips;

3. An entry under the heading "special payments" of the amount of any special payments, such as bonuses and gifts, which have been paid during the pay period but which relate to employment in a prior period. The following shall be shown separately under this heading: cash payments, cash value of other remuneration, the nature of such payments, the period during which the services were performed for which special payments were payable;
4. The date hired, rehired and returned to work after temporary layoff;
5. The date separated from employment and the reason for separation;
6. Such information as may be necessary to determine remuneration on a calendar week basis; and
7. The number of base weeks (as the term "base week" is defined in N.J.S.A. 43:21-19(t)) and wages.

All records referred to in 1. through 7. above must be kept safe and readily accessible at the New Jersey place of business of the employing unit.

All records referred to in 1. through 7. above must be retained for the current calendar year and for the four preceding calendar years. Once an employer becomes inactive, the employer must keep all records referred to in 1. through 7. above for the subsequent six quarters.

Wage reporting: Each employer (other than employers of domestic service workers) must electronically file a WR-30, "Employer Report of Wages Paid," with the Division of Revenue, within the Department of the Treasury, within 30 days after the end of each quarter. The WR-30 lists the name, social security number and wages paid to each employee and the number of base weeks worked by the employee during the calendar quarter.

Each employer of domestic service workers (as the term "domestic service worker" is defined at N.J.A.C. 12:16-13.7(b)) must file an annual, rather than quarterly, WR-30 with the Division of Revenue, within the Department of the Treasury.

Contribution reporting: Each employer (other than employers of domestic service workers) must electronically file an NJ-927, "Employer's Quarterly Report," with the Division of Revenue, within the Department of the Treasury, and remit the corresponding unemployment insurance, supplemental workforce fund, workforce development partnership fund, temporary disability insurance and family leave insurance contribution payments, within 30 days after the end of each quarter. The NJ-927 lists the total of all wages paid, the wages paid in excess of the taxable maximum, the taxable wages on which contributions are due, the number of workers employed during the pay period, the number of workers insured under a "private plan" for temporary disability insurance and the number of workers insured under a "private plan" for family leave insurance.

Each employer of domestic service workers (as the term "domestic service worker" is defined in N.J.A.C. 12:16-13.11(c)) must file an annual, rather than quarterly, NJ-927H, "Domestic Employer's Annual Report," with the Division of Revenue, within the Department of the Treasury.

Temporary Disability Insurance and Family Leave Insurance information: Each employer must retain all records pertaining to any election to discontinue a private plan for temporary disability insurance and/or family leave insurance benefits and must make such records available for inspection by the Division of Temporary Disability Insurance for a one-year period from the date that the private plan is terminated.

Each employer having a private plan for temporary disability insurance and/or family leave insurance must, within 10 days after the Division of Temporary Disability Insurance has mailed the employer a request for information with respect to a period of disability, furnish the Division with any information requested or known to the employer which may bear upon the eligibility of the claimant.

Each employer having two or more approved private plans in effect during a calendar half-year or any portion thereof must, on or before the 30th day following the close of the calendar half-year, file a report showing the amount of taxable wages paid during such calendar half-year to employees while covered under each such private plan.

Each employer who provides temporary disability insurance to its employees through a self-insured private plan must, for the six-month periods ending June 30 and December 31 of each calendar year during which the self insured private plan is in effect, file a statement with the Division of Temporary Disability Insurance, on or before the 30th day following the end of the respective six-month period showing:

1. The number of claims received during the six-month period,
2. The number of claims accepted during the six-month period,
3. The amount of benefits paid during the six-month period, and
4. Such other information as the Division of Temporary Disability Insurance may require with respect to the financial ability of the self-insurer to meet the self-insured's obligations under the plan.

On or before the 30th day following the close of each calendar year during which a self-insured private plan for temporary disability insurance is in effect, the employer must file a report with the Division of Temporary Disability Insurance showing:

1. The amount of funds available at the beginning of that year for payment of disability benefits,
2. The amount contributed by workers during that year,
3. The amount contributed by the employer during that year,
4. The amount of disability benefits paid during that year,
5. Direct cost of administration of the plan during that year, and
6. The number of employees covered by the plan as of December 31.

Each employer who provides family leave insurance to its employees through a self-insured private plan must for the one-year period ending December 31 of each calendar year during which a self-insured private plan is in effect file a statement with the Division of Temporary Disability Insurance, on or before the 30th day following the end of the one-year period showing the following information with regard to each of the following types of claims: care of a sick child, care of a sick spouse, care of a sick domestic partner, care of a sick civil union partner, care of a sick parent, bonding by biological parent with a newborn child, bonding by domestic partner or civil union partner of biological parent with a newborn child, bonding by individual with newly adopted child:

1. The number of claims for family leave insurance benefits received during the one-year period,
2. The number of claims for family leave insurance benefits accepted during the one-year period,
3. The number of workers who received family leave insurance benefits during the one-year period,
4. The amount of family leave insurance benefits paid during the one-year period,

5. The average weekly family leave insurance benefit during the one-year period,
6. The amount of sick leave, vacation leave or other fully paid time, which resulted in reduced benefit
Duration during the one-year period,
7. With regard solely to family leave insurance benefit claims to care for sick family members, the
amount of intermittent family leave insurance benefits paid during the one-year period, and
8. The average duration of family leave insurance benefits, in days, during the one-year period.

The information reported in 1. through 8. above must be broken down by sex and by age group, beginning at 25 years and under and increasing in increments of 10.

On or before the 30th day following the close of each calendar year during which a self-insured private plan for family leave insurance is in effect, the employer must file a report with the Division of Temporary Disability Insurance showing:

1. The amount of funds available at the beginning of that year for payment of family leave insurance benefits,
2. The amount contributed by workers during that year,
3. The direct cost of administration of the plan during that year,
4. The number of employees covered by the plan as of December 31, and
5. Such other information as the Division of Temporary Disability Insurance may require with respect to the financial ability of the self-insurer to meet the self-insured's obligation under the plan.

Workers' Compensation Law (N.J.S.A. 34:15-1 et seq.)

Upon the happening of an accident or the occurrence of any occupational disease, an employer who has insurance coverage or utilizes a third-party administrator shall promptly furnish the insurance carrier or the third-party administrator with accident or occupational disease information.

Within three weeks after an accident or upon knowledge of the occurrence of an occupational disease, every insurance carrier, third-party administrator, statutory non-insured employer, including the State, counties, municipalities and school districts, and duly authorized self-insured employer not utilizing a third-party administrator must file a report designated as "first notice of accident" in electronic data interchange media with the Division of Workers' Compensation through the Compensation Rating and Inspection Bureau in a format prescribed by the Compensation Rating and Inspection Bureau.

When filed by an insurance carrier or third-party administrator, the report must also be sent to the employer. If the employer disagrees with the report, the employer may prepare and sign an amended report and file the amended report with the insurance carrier or third-party administrator. The amended report must then be filed electronically with the Division through the Compensation Rating and Inspection Bureau.

Every insurance carrier providing workers' compensation insurance and every workers' compensation self-insured employer shall designate a contact person who is responsible for responding to issues concerning medical and temporary disability benefits where no claim petition has been filed or where a claim petition has not been answered. The full name, telephone number, mailing address, email address and fax number of the contact person must be submitted to the Division of Workers' Compensation utilizing the Division's contact person form in the manner instructed on the form.

Each employer, when directed to do so by the Division of Workers' Compensation, must submit to the Division of Workers' Compensation copies of such medical certificates and reports as it may have on file.

Gross Income Tax Act (N.J.S.A. 54A:1-1 et seq.)

Employer's Quarterly Report: The Employer's Quarterly Report, NJ-927, reports New Jersey Gross Income Tax withheld, unemployment insurance, supplemental workforce fund, workforce development partnership fund, family leave insurance and temporary disability insurance wage and withholding information.

Each employer is required to electronically file an Employer's Quarterly Report, NJ-927, for each calendar quarter, regardless of the amount of tax actually due for a particular quarter. Quarterly reports are due on the 30th day of the month following the end of each quarter.

Employers of "domestic service workers" may report and pay New Jersey Gross Income Tax withheld on an annual, rather than quarterly, basis on an NJ-927H.

Records to be kept: Every employer is required to keep all pertinent records available for inspection by authorized representatives of the New Jersey Division of Taxation. Such records must include the following:

1. The amounts and dates of all wage payments subject to New Jersey Gross Income Tax;
2. The names, addresses and occupations of employees receiving such payments;
3. The periods of their employment;
4. Their social security numbers;
5. Their withholding exemption certificates;
6. The employer's New Jersey Taxpayer Identification Number;
7. Record of weekly, monthly, quarterly remittances and/or returns and annual returns filed;
8. The dates and amounts of payments made; and
9. Days worked inside and outside of New Jersey for all nonresident employees.

Contact Information

If an employee or an employee's authorized representative wishes to contact a State representative in order to provide information to or file a complaint with the representative regarding an employer's possible failure to meet any of the requirements set forth above, he or she may use the following contact information:

For possible failure to meet the record keeping or reporting requirements of the **Wage Payment Law, Wage and Hour Law or Prevailing Wage Act:**

Phone: 609-292-2305

E-mail: wage.hour@dol.state.nj.us

Mail: New Jersey Department of Labor and Workforce Development

Division of Wage and Hour Compliance

P.O. Box 389

Trenton, NJ 08625-0389

For possible failure to meet the record keeping or reporting requirements of the **Unemployment Compensation Law, Temporary Disability Benefits Law or Family Leave Insurance Benefits Law:**

Phone: 609-292-2810

E-mail: emplaccts@dol.state.nj.us

Mail: New Jersey Department of Labor and Workforce Development

Division of Employer Accounts

P.O. Box 947

Trenton, NJ 08625-0947

For possible failure to meet the record keeping or reporting requirements of the **Workers' Compensation Law:**

Phone: 609-292-2515

E-mail: dwc@dol.state.nj.us

Mail: New Jersey Department of Labor and Workforce Development

Division of Workers' Compensation

P.O. Box 381

Trenton, NJ 08625-0381

For possible failure to meet the record keeping or reporting requirements of **Gross Income Tax Act:**

Phone: 609-292-6400

E-mail: nj.taxation@treas.state.nj.us

Mail: New Jersey Department of the Treasury

Division of Taxation

Information and Publications Branch

P.O. Box 281

Trenton, NJ 08625-0281



This notice must be conspicuously posted. Not later than December 7, 2011, each employee must also be provided a written copy of the notice or, for employees hired after November 7, 2011, a written copy of the notice must be provided at the time of the employee's hiring. See N.J.A.C. 12:2-1.3 for alternate methods of posting and distribution by electronic means.

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

Essex County Division of Housing and Community Development Sal Carnovale , Program Monitor Tel. (973) 655-0200 Fax (973) 655-0982

Or you may contact the nearest office of the Wage and Hour Division., U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under. U.S. Department of Labor / Employment Standards Administration

U.S. Department of Labor Employment Standards Administration

New Jersey Department of Labor and Workforce Development

To be posted in a conspicuous place

Chapter 173, Laws of New Jersey, 1965: Relating to Payment of Wages

All Employers Must Pay Wages to All Employees in Full at Least Twice a Calendar Month.

Executive and supervisory employees, however, may be paid at least once a calendar month.

Payment shall be made on regular paydays designated in advance.

When a payday falls on a non-work day, payment shall be made on the immediately preceding work day, unless otherwise provided for in a collective bargaining agreement.

The end of the pay period for which payment is made on a regular payday shall be not more than 10 working days before such regular payday.

If payment is by check, suitable arrangements must be made for cashing the check without difficulty and for the full amount.

- Employees leaving or terminated for any reason, including labor disputes, shall be paid all wages due not later than the regular payday for the period in which the termination occurred.
- An additional 10 days may be allowed in the event of a labor dispute involving payroll employees.
- Employees paid on an incentive system shall be paid a reasonable approximation of wages due until exact amounts can be computed.
- Payment may be made through regular pay channels or by mail if requested by the employee.

It shall be unlawful to make any agreement for payment other than as provided in this act, except to pay at shorter intervals or to pay wages in advance.

Wages due a deceased employee may be paid to the survivors in the order of preference as outlined in the statute.

No Deductions Shall Be Made From Employees' Wages Except:

Amounts authorized by New Jersey or United States Law or payments to correct payroll errors.

Contributions or payments authorized by employees either in writing or under a collective bargaining agreement for:

Employee welfare • insurance • hospitalization • medical or surgical or both • pension • retirement • profit-sharing plans • plans establishing individual retirement annuities on a group or individual basis • individual retirement accounts at any State or federally chartered bank, savings bank, or savings and loan association • company-operated thrift plans • security option or security purchase plans to buy marketable securities • employee personal savings accounts such as a credit union, savings fund society, savings and loan or building and loan association • Christmas, vacation or other savings funds.

Purchase of company products or employer loans in accordance with a periodic payment schedule contained in the original purchase or loan agreement • safety equipment • U.S. government bonds • costs and fees to replace employee identification for access to sterile or secured areas of airports • contributions for organized and recognized charities • rental of work clothing or uniforms or for laundering or dry cleaning of work clothing or uniforms • labor union dues and fees • health club membership fees • child care services.

All Employers Shall:

Notify employees at time of hiring the rate of pay and the regular payday.

Notify employees of changes in pay rates or paydays prior to the changes.

Furnish each employee with statement of deductions each pay period.

Make and keep records for employees, including wages and hours, and make such records available for inspection.

Provide employees at time of hiring a required notice (form number MW-400) describing the employer's obligation to maintain and report records regarding wages, benefits, taxes and other contributions and assessments.

The Commissioner of Labor and Workforce Development shall enforce and administer the provisions of this act and the Commissioner or an authorized representative shall have the power to make all necessary inspections of establishments and records.

Any employer who knowingly and willfully violates any provision of this act shall be guilty of a disorderly persons offense and upon conviction shall be punished by a fine of not less than \$100 nor more than \$1,000. Each day during which any violation of this act continues shall constitute a separate and distinct offense.

As an alternative to or in addition to any other sanctions provided by law for violations, the Commissioner is authorized to assess and collect administrative penalties, up to a maximum of \$250 for a first violation and up to a maximum of \$500 for each subsequent violation.

The employer shall also pay the Commissioner an administrative fee equal to not less than 10% or more than 25% of any payment due to employees.

The Commissioner may, after affording the employer or successor firm notice and an opportunity for a hearing in accordance with the provisions of the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), issue a written determination directing any appropriate agency to suspend any one or more licenses that are held by the employer or successor firm, for a period of time determined by the Commissioner.

Please Note: The Division of Wage and Hour Compliance does not investigate or inquire into the legal status of any worker. The Division applies New Jersey's labor laws without regard to a worker's legal status. The Division does not share information with "Immigration".

Enforced by:

New Jersey Department of
Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
(609) 292-2305

Additional copies of this poster or any other required poster may be obtained by contacting the New Jersey Department of Labor and Workforce Development, Office of Constituent Relations, PO Box 110, Trenton, New Jersey 08625-0110, 609/777-3200.
If you need this document in braille or large print, call 609/292-2305. TTY users can contact this department through New Jersey Relay 7-1-1.



MW-17 (R-10-13)

Conscientious Employee Protection Act

"Whistleblower Act"

Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
 - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - (2) is fraudulent or criminal; or
 - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

CONTACT INFORMATION

Your employer has designated the following contact person to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

Name: _____

Address: _____

Telephone Number: _____

This notice must be conspicuously displayed.

Once each year, employers with 10 or more employees must distribute notice of this law to their employees. If you need this document in a language other than English or Spanish, please call (609) 292-7832.



La Ley de protección al empleado consciente

"Ley de protección del denunciante"

Acciones de represalia del empleador; protección de las acciones del empleado

1. La ley de New Jersey prohíbe que los empleadores tomen medidas de represalia contra todo empleado que haga lo siguiente:
 - a. Divulgue o amenace con divulgar, ya sea a un supervisor o a una agencia pública toda actividad, directriz o norma del empleador o de cualquier otro empleador con el que exista una relación de negocios y que el empleado tiene motivos fundados para pensar que violan alguna ley, o en el caso de un trabajador licenciado o certificado de la salud y que tiene motivos fundados para pensar que se trata de una manera inadecuada de atención al paciente;
 - b. Facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la violación de alguna ley, regla o reglamento que el empleador o algún otro empleador con el que exista una relación de negocios; o en el caso de un trabajador licenciado o certificado de la salud que facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la calidad de la atención al paciente; o
 - c. Ofrece información concerniente al engaño o la tergiversación con accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
 - d. Ofrece información con respecto a toda actividad que se pueda percibir como delictiva o fraudulenta, toda directiva o práctica engañosa o de tergiversación que el empleado tenga motivos fundados para pensar que pudieran estafar a accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
 - e. Se opone o se niega a participar en alguna actividad, directriz o práctica que el empleado tiene motivos fundados para pensar que:
 - (1) viola alguna ley, o regla o reglamento que dicta la ley o en el caso de un empleado licenciado o certificado en cuidado de la salud que tiene motivos fundados para pensar que constituya atención inadecuada al paciente;
 - (2) es fraudulenta o delictiva; o
 - (3) es incompatible con algún mandato establecido por las directrices públicas relacionadas con la salud pública, la seguridad o el bienestar o la protección del medio ambiente. Artículo 34:19-3 de las Leyes comentadas de New Jersey de protección del empleado consciente (N.J.S.A., por sus siglas en inglés)
2. No se puede acoger a la protección contra la represalia, cuando se hace una divulgación a un organismo público, a no ser que el empleado le informe al empleador de tal actividad, política o norma a través de un aviso por escrito y le haya dado al empleador una oportunidad razonable para corregir tal actividad, política o norma. Sin embargo, no es necesaria la divulgación en los casos en que el empleado tenga indicios razonables para creer que un supervisor o más de un supervisor del empleador tienen conocimiento de tal actividad, política o norma o en los casos en los que el empleado teme que tal divulgación pueda traer como consecuencia daños físicos a su persona siempre y cuando la naturaleza de la situación sea la de una situación de emergencia.

Información del Contacto

Su empleador ha designado a la siguiente persona para recibir notificaciones de acuerdo al parágrafo 2, de la ley (N.J.S.A. 34:19-4):

Nombre: _____

Dirección: _____

Número de teléfono: _____

Este aviso se debe exponer a la vista de todos.

Anualmente, patronos con 10 o más empleados, deberán distribuir notificación de esta ley a todos sus empleados. Si necesita este documento en algún otro idioma que no sea inglés o español, sírvase llamar al (609) 292-7832.

New Jersey SAFE Act

The New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), P.L. 2013, c.82, provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during each of 20 or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19, or a victim of a sexually violent offense, as that term is defined in N.J.S.A. 30:4-27.6. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (2) Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner
- (3) Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
- (6) Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation leave, personal leave, or medical or sick leave that the employee elects to use or which the employer requires the employee to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, N.J.S.A. 34:11B-1 et seq., or the federal Family and Medical Leave Act, 20 U.S.C. 2601 et seq., the leave shall count simultaneously against the employee's entitlement under each respective law.

Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave. The employee must provide the employer with written notice as far in advance as reasonable and practicable under the circumstances. The employer has the right to require the employee to provide the employer with documentation of the domestic violence or sexually violent offense that is the basis for the leave. The employer must retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or State law, rule or regulation.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

To obtain relief for a violation of the NJ SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one year of the date of the alleged violation.

This notice must be conspicuously displayed.



Right to be Free of Gender Inequity or Bias in Pay, Compensation, Benefits or Other Terms and Conditions of Employment

New Jersey and federal laws prohibit employers from discriminating against an individual with respect to his/her pay, compensation, benefits, or terms, conditions or privileges of employment because of the individual's sex.

FEDERAL LAW

Title VII of the Civil Rights Act of 1964 prohibits employment discrimination based on, among other things, an individual's sex. Title VII claims must be filed with the United States Equal Employment Opportunity Commission (EEOC) before they can be brought in court. Remedies under Title VII may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

The Equal Pay Act of 1963 (EPA) prohibits discrimination in compensation based on sex. EPA claims can be filed either with the EEOC or directly with the court. Remedies under the EPA may include the amount of the salary or wages due from the employer, plus an additional equal amount as liquidated damages.

Please be mindful that in order for a disparity in compensation based on sex to be actionable under the EPA, it must be for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

There are strict time limits for filing charges of employment discrimination. For further information, contact the EEOC at 800-669-4000 or at www.eeoc.gov.

NEW JERSEY LAW

The New Jersey Law Against Discrimination (LAD) prohibits employment discrimination based on, among other things, an individual's sex. LAD claims can be filed with the New Jersey Division on Civil Rights (NJDCR) or directly in court. Remedies under the LAD may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

Another State law, N.J.S.A. 34:11-56.1 et seq., prohibits discrimination in the rate or method of payment of wages to an employee because of his or her sex. Claims under this wage discrimination law may be filed with the New Jersey Department of Labor and Workforce Development (NJDLWD) or directly in court. Remedies under this law may include the full amount of the salary or wages owed, plus an additional equal amount as liquidated damages.

Please be mindful that under the State wage discrimination law a differential in pay between employees based on a reasonable factor or factors other than sex shall not constitute discrimination.

There are strict time limits for filing charges of employment discrimination. For more information regarding LAD claims, contact the NJDCR at 609-292-4605 or at www.njcivilrights.gov. For information concerning N.J.S.A. 34:11-56.1 et seq., contact the Division of Wage and Hour Compliance within the NJDLWD at 609-292-2305 or at <http://lwd.state.nj.us>.

This notice must be conspicuously displayed.



Acknowledgment of Receipt of Gender Equity Notification

I received a copy of the gender equity notification on the date listed below.
I have read it and I understand it.

Name (signature)

Name (print)

Date



Derecho a estar exento de desigualdad o discriminación de género con respecto al pago, la remuneración, los beneficios o cualquier otro término o condición de empleo

Las leyes de New Jersey y federales prohíben a los empleadores discriminar contra cualquier persona con respecto a su pago, remuneración, beneficios o cualquier otro término, condición o privilegio de empleo debido a su género.

LEYES FEDERALES

El Título VII de la Ley de Derechos Civiles de 1964 prohíbe la discriminación laboral debido al género de la persona, entre otras cosas. Las reclamaciones acordes al Título VII deben ser presentadas ante la Comisión de Igualdad de Oportunidades en el Empleo de los Estados Unidos (EEOC, por sus siglas en inglés) antes de que puedan ser presentadas ante un tribunal. Entre los recursos legales conforme al Título VII están: una orden que prohíba los actos ilícitos de discriminación, que se pague remuneración con carácter retroactivo, y que se pague por daños compensatorios y punitivos.

La Ley de Igualdad Salarial de 1963 (EPA, por sus siglas en inglés) prohíbe la discriminación con respecto a la remuneración basado en el género de la persona. Las reclamaciones acordes a EPA se pueden presentar ya sea ante la EEOC o directamente ante los tribunales. Entre los recursos legales conforme a EPA están: la retribución de las sumas de salarios o sueldos que el empleador deba, además de una suma adicional equivalente por daños y perjuicios liquidados.

Se le ruega tener en cuenta que para que una reclamación por desigualdad de remuneración basado en el género proceda conforme a la EPA, tiene que ser por el mismo tipo de trabajo en empleos en los que su rendimiento exija las mismas destrezas, el mismo esfuerzo y las mismas responsabilidades, las cuales se realizan en las mismas condiciones de trabajo.

Existen estrictos límites en cuanto al plazo de tiempo del que se dispone para presentar reclamaciones por discriminación laboral. Para mayor información, comuníquese con la EEOC, llamando al 800-669-4000 o en www.eeoc.gov.

LEYES DE NEW JERSEY

La Ley contra la Discriminación en New Jersey (LAD, por sus siglas en inglés) prohíbe la discriminación laboral debido al género de la persona, entre otras cosas. Las reclamaciones conforme a LAD se pueden presentar a la División de Derechos Civiles de New Jersey (NJDCR, por sus siglas en inglés) o directamente ante los tribunales. Entre los recursos legales conforme a LAD están: una orden que prohíba los actos ilícitos de discriminación, que se pague remuneración con carácter retroactivo, y que se pague por daños compensatorios y punitivos.

Otra ley estatal, N.J.S.A. 34:11-56.1 y siguientes, también prohíbe la discriminación respecto a la tasa salarial o el método de pago de salarios al empleado debido a su género. Las reclamaciones conforme a esta ley contra la discriminación con respecto a los salarios se pueden presentar ante el Departamento de Trabajo y Desarrollo de la Fuerza Laboral de New Jersey (NJDLWD, por sus siglas en inglés) o directamente ante los tribunales. Entre los recursos legales conforme a esta ley están: la retribución de las sumas de salarios o sueldos que le deben, además de una suma adicional equivalente por daños y perjuicios liquidados.

Se le ruega tenga en cuenta que conforme a la ley estatal contra la discriminación con respecto a los salarios, no se considera discriminación el hecho de que exista un diferencial salarial entre los empleados basado en otros factores razonables que no sean el género de la persona.

Existen estrictos límites en cuanto al plazo de tiempo del que se dispone para presentar reclamaciones por discriminación laboral. Para mayor información relacionada con las reclamaciones conforme a LAD, comuníquese con NJDCR, llamando al 609-292-4605 o en www.njcivilrights.gov. Para obtener información acerca de N.J.S.A. 34:11-56.1 y siguientes, comuníquese con la División de Cumplimiento de Horarios y Salarios (DWHC), del NJDLWD, llamando al 609-292-2305 o en <http://lwd.state.nj.us>.

Este aviso se debe exponer a la vista de todos.



Acuse de recibo de la notificación de igualdad de género

Recibí una copia de la notificación de igualdad de género en la fecha que aparece a continuación.
Lo he leído y lo entiendo.

Nombre (firma)

Nombre (en letra de molde)

Fecha





OSHA®
Occupational Safety
and Health Administration

Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.



1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov



Seguridad y Salud en el Trabajo

¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedirle a la OSHA inspeccionar su lugar de trabajo si usted cree que hay condiciones peligrosas o insalubres. Su información es confidencial. Algún representante suyo puede comunicarse con OSHA a su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualesquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Llame OSHA. Podemos ayudar.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Reportar a la OSHA todas las fatalidades relacionadas con el trabajo dentro de 8 horas, y todas hospitalizaciones, amputaciones y la pérdida de un ojo dentro de 24 horas.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Los empleadores de tamaño pequeño y mediano pueden recibir ASISTENCIA GRATIS para identificar y corregir los peligros sin citación o multa, a través de los programas de consultación apoyados por la OSHA en cada estado.



JOB SAFETY & HEALTH PROTECTION

The Occupational Safety and Health Act of 1970 provides job safety and health protection for workers by promoting safe and healthful working conditions throughout the Nation. Provisions of the Act include the following:

Employers

All employers must furnish to employees employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious harm to employees. Employers must comply with occupational safety and health standards issued under the Act.

Employees

Employees must comply with all occupational safety and health standards, rules, regulations and orders issued under the Act that apply to their own actions and conduct on the job.

The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor has the primary responsibility for administering the Act. OSHA issues occupational safety and health standards, and its Compliance Safety and Health Officers conduct jobsite inspections to help ensure compliance with the Act.

Inspection

The Act requires that a representative of the employer and a representative authorized by the employees be given an opportunity to accompany the OSHA Inspector for the purpose of aiding the inspection.

Where there is no authorized employee representative, the OSHA Compliance Officer must consult with a reasonable number of employees concerning safety and health conditions in the workplace.

Complaint

Employees or their representatives have the right to file a complaint with the nearest OSHA office requesting an inspection if they believe unsafe or unhealthful conditions exist in their workplace. OSHA will withhold, on request, names of employees complaining.

The Act provides that employees may not be discharged or discriminated against in any way for filing safety and health complaints or for otherwise exercising their rights under the Act.

Employees who believe they have been discriminated against may file a complaint with their nearest OSHA office within 30 days of the alleged discriminatory action.

Citation

If upon inspection OSHA believes an employer has violated the Act, a citation alleging such violations will be issued to the employer. Each citation will specify a time period within which the alleged violation must be corrected.

The OSHA citation must be prominently displayed at or near the place of alleged violation for three days, or until it is corrected, whichever is later, to warn employees of dangers that may exist there.

Proposed Penalty

The Act provides for mandatory penalties against employers of up to \$1,000 for each serious violation and for optional penalties of up to \$1,000 for each nonserious violation. Penalties of up to \$1,000 per day may be proposed for failure to correct violations within the proposed time period. Also, any employer who willfully or repeatedly violates the Act may be assessed penalties of up to \$10,000 for each such violation.

There are also provisions for criminal penalties. Any willful violation resulting in death of an employee, upon conviction, is punishable by a fine of up to \$250,000 (or \$500,000 if the employer is a corporation), or by imprisonment for up to six months, or both. A second conviction of an employer doubles the possible term of imprisonment.

Voluntary Activity

While providing penalties for violations, the Act also encourages efforts by labor and management, before an OSHA inspection, to reduce workplace hazards voluntarily and to develop and improve safety and health programs in all workplaces and industries. OSHA's Voluntary Protection Programs recognize outstanding efforts of this nature.

OSHA has published Safety and Health Program Management Guidelines to assist employers in establishing or perfecting programs to prevent or control employee exposure to workplace hazards. There are many public and private organizations that can provide information and assistance in this effort, if requested. Also, your local OSHA office can provide considerable help and advice on solving safety and health problems or can refer you to other sources for help such as training.

Consultation

Free assistance in identifying and correcting hazards and in improving safety and health management is available to employers, without citation or penalty, through OSHA-supported programs in each State. These programs are usually administered by the State Labor or Health department or a State university.

Posting Instructions

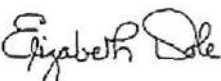
Employers in States operating OSHA approved State Plans should obtain and post the State's equivalent poster.

Under provisions of Title 29, Code of Federal Regulations, Part 1903.2(a)(1) employers must post this notice (or facsimile) in a conspicuous place where notices to employees are customarily posted.

More Information

Additional information and copies of the Act, specific OSHA safety and health standards, and other applicable regulations may be obtained from your employer or from the nearest OSHA Regional Office in the following locations:

Alaska	(404) 347-3573
Boston	(617) 565-7164
Chicago	(312) 358-2220
Dallas	(214) 767-4731
Denver	(303) 844-3081
Kansas	(816) 426-5861
New York	(212) 337-2325
Philadelphia	(215) 596-1201
San Francisco	(415) 895-5672
Seattle	(206) 442-5930


Elizabeth Dole, Secretary of Labor

U.S. Department of Labor
Occupational Safety and Health Administration

Washington, D.C.
1989 (Revised)
OSHA 2203



BIDDERS NOTICE

STATEMENT TO BE INCLUDED IN SPECIFICATIONS FOR COMMUNITY DEVELOPMENT (CDBG) FUNDED PROJECTS RE DAVIS BACON ACT, UEI AND SAM NUMBERS

The contract governing this work is funded by monies received by Essex County under Title I of the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181). Under the said Act, the Davis- Bacon Act is applicable to the contracted work. Accordingly, the contractor must abide by the provisions of the Federal Labor Standards, which are included as a part of the conditions of the contract.

All bidders must submit their Federal UEI number (Unique Entity ID) and their SAM CAGE Code number (System for Awards Management – Commercial and Government Entity).

Prospective bidders without a UEI and SAM number will not be able to be considered responsible bidders, thus eliminating them from any awards.

The applicable UEI and SAM numbers should be provided below and on the form for **Contractor Clearance Requirements**. It is noted that sub contractors will not need to be registered with SAM.

SAM UEI #: _____ **SAM CAGE CODE #** _____

e-snaps Resource Document –UEI Number and SAM

This document provides instructions on how to obtain a Unique Entity ID (UEI) Number and register with the System for Award Management (SAM). All Collaborative Applicants and Project Applicants must have a Unique Entity ID (UEI) Number, and all Project Applicants (including Collaborative Applicants applying for CoC planning funds) must register with the System for Award Management (SAM).

UEI Number

An Unique Entity ID (UEI) Number assigned by SAM is required when submitting any application for Federal funds. If your organization does not already have a UEI Number, please visit the System for Award Management website, www.SAM.gov to register or update your organization. You will need to create a user account before registering or updating your organization. The SAM will ask you for the North American Industry Classification System or NAICS (pronounced “naykes”) code that best describes your industry. The website has detailed instructions and user guides to assist in registering your organization. There is no fee for registering with SAM.

The UEI is comprised of a combination of 16 letters and numbers. You must be assigned a UEI before being approved as an Active Registrant.

SAM Registration

All Project Applicants must have an Active Registration with the System for Award Management (SAM). HUD will not issue a grant agreement for awarded funds to a project applicant until an active SAM registration is verified. **Having an assigned UEI number does not guarantee that an organization has an active registration.**

Please visit the System for Award Management website, www.SAM.gov to register or update your organization. You will need to create a user account before registering or updating your organization. The SAM will ask you for the North American Industry Classification System or NAICS (pronounced “naykes”) code that best describes your industry.

The website has detailed instructions and user guides to assist in registering your organization.

There is no fee for registering with SAM.

**ESSEX COUNTY
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT**

CONTRACTOR CLEARANCE REQUIREMENTS

To be completed by all Bidders on Community Development Block Grant Projects

Name of Company: _____

Address: _____

IRS TAX ID: _____

SAM UEI #: _____ **SAM CAGE CODE #** _____

PRINCIPALS

	<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>SOC SEC #</u>
1.				
2.				
3.				

Are any of the company principals on the Federal or State List of Debarred or Suspended Contractors?

YES _____ **NO** _____

If Yes, please attach a detailed explanation for debarment or suspension

Form completed by:

Print Name and Title

Signature

The above information is true to the best of my knowledge and belief. I understand any falsification of facts will result in a determination that the Company is ineligible to work on this project.

DATE: _____ **PROJECT:** _____

AFFIRMATIVE ACTION PLAN

The employment policies and practices of _____ (hereinafter referred to as the Agency) are to recruit and to hire employees without discrimination because of race, religion, color, sex, age and national origin, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This Agency submits this Plan to assure compliance with Title VI of the Civil Rights Act of 1964, or Title VII, as amended in March 1972, whichever is applicable to the Agency, grant conditions and other provisions in OEO grants requiring non-discrimination in employment in all programs funded by OEO and Executive Order #11246 (where applicable), and/or other subsequent orders that may pertain to this program; and, to reaffirm its continued commitment to a program of equal opportunity and merit employment policies.

This Agency agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment plus the utilization and development of the capabilities and productivity of all our citizens without regard to race, religion, color, sex, age and national origin.

This Agency further recognizes that the effective application of a policy of merit employment involves more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal opportunities are available on the basis of individual merit and to encourage all persons to seek opportunities with the Agency and to strive for advancement of this basis.

Signature of Agency Officer

P.L. 1975, C. 127 – Affirmative Action

CHECK THE BOX

- () Fifty (50) or more employees in the entire firm or corporation
() Less than fifty (50) employees in the entire firm or corporation

For Firms of Fifty (50) or More Employees: An Employee Information Report (Form AA302) must be completed and returned to the (City, Town, Borough, Township) within seven (7) days after receipt of notification of intent to award contract or receipt of contract, whichever is sooner. An Affirmative Action Plan approved by the Federal Government or the New Jersey Affirmative Action Office is an acceptable alternate. In the space provided below, indicate whether your firm has met any of the requirements listed above. Indicate the number of New Jersey Affirmative Action Certificate of Approvals in the space provided.

For Firms of Less than Fifty (50) Employees: Vendors of less than fifty (50) employees are required to complete and return with bid an Affidavit of Affirmative Action, (see enclosed Exhibit). If during the term of contract the firm's workforce increases to fifty (50) or more employees, the public agency shall be notified. At this time, an Employee information Report (AA302) must be completed and returned to the (City, Town, Borough, Township).

INDICATE IN THE APPLICABLE BOXES BELOW WHETHER YOU HAVE MET ANY CRITERIA FOR COMPLIANCE WITH THE NEW JERSEY AFFIRMATIVE ACTION REGULATIONS.

FIRMS OF FIFTY (50) OR MORE EMPLOYEES

_____ A Federal Certificate of Approval has been received
(Proof of this will be required at the time of award)

_____ A New Jersey Affirmative Action Certificate of Approval has been received. The
number is _____ (Proof of this will be required at the time of award)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____ BID IDENTIFICATION: _____

NOTE: IF YOU ARE THE SUCCESSFUL BIDDER, YOUR FIRM IS REQUIRED TO PROVIDE THE ABOVE

AFFIRMATIVE ACTION AFFIDAVIT
(To be completed by firms with less than 50 employees)

STATE OF NEW JERSEY)
) SS.
COUNTY OF ESSEX)

I, _____ of the (City, Town, Borough, Township) of _____
in the County of _____, State of _____, of full age, being duly sworn
according to law on my oath, depose and say that:

1. I am (President, Partner, Owner) of the Firm of _____, a
bidder making a proposal upon the above named project
2. _____ does not have 50 or more employees, inclusive of all
officers and employees of every type
3. I am familiar with the Affirmative Action requirements of P.L. 1975, C. 127 and the rules
and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ has complied with all Affirmative Action requirements of the
State of New Jersey, including those required by P.L. 1975, C. 127, and the rules and
regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975, C. 127, and the
rules and regulations pursuant thereto, that no monies will be paid by the State of New
Jersey, County of Essex, (City, Town, Borough, Township) of _____, until an
Affirmative Action Plan is approved. I am also aware that the contract may be terminated
and the _____ may be debarred form all public contracts for a period of up
to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State
Affirmative Action Office and complete the Employee Information Report

Signature of Authorized Representative

Subscribed and Sworn to me
before me the _____ day of
_____, 2019

(SEAL) Notary Public of New Jersey

Print Name and Title

COMMUNITY DEVELOPMENT FUNDED PROJECT
Essex County is an Equal Opportunity Employer



HIGHLIGHTS OF HUD'S PROPOSED RULE

AMENDING SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968



What is Section 3?

Section 3 of the Housing and Urban Development Act of 1968 (Section 3) ensures that HUD-funded jobs training, and contracts are provided to local low-income residents, particularly those that reside in public housing, and businesses that substantially employ them.

Why is HUD Publishing a Proposed Rule to Amend the Current Section 3 Regulation?

The current Section 3 regulation at 24 CFR § 135 is vague in areas that have proved to be confusing and lead to differing interpretations. The Section 3 proposed rule seeks to: 1) clarify obligations for PHAs and other grantees; 2) incorporate HUD programs that have been created since the publication of the current regulation; and 3) codifies "best practices" that have proved successful for providing employment and contracting opportunities.

What is the Status of the Section 3 Proposed Rule?

On [insert date] the Section 3 Proposed Rule was published in the Federal Register for a 60 day public comment period. To review the Section 3 Proposed Rule or provide public comments, please visit:

www.huduser.org/portal/economicOpportunities.html

All comments must be received by:
May 26, 2015

What Are the Major Highlights of the Section 3 Proposed Rule?

The Section 3 Proposed Rule:

1. Establishes clearer guidelines for achieving compliance "to the greatest extent feasible".
2. Requires "new hires" to work a minimum percentage of hours.
3. Revises the definition of a "Section 3 Business".
4. Sets a new funding threshold for non-PHA grantees.
5. Removes the 3% minimum numerical goal for non-construction contracts.
6. Requires PHAs and other grantees to monitor contractor payroll data.
7. Mandates reference to Section 3 requirements in Project Labor Agreements.
8. Incentivizes job retention and the provision of apprenticeship opportunities for Section 3 residents.
9. Allows grantees to accept self-certifications or presume eligibility.
10. Imposes penalties for failure to submit Section 3 annual reports.
11. Imposes program sanctions on PHAs and grantees that fail to comply.
12. Stipulates that relief may possibly be provided to aggrieved entities.

How Do I Find Out More Information About Section 3?

Please visit: www.hud.gov/section3

potentially misrepresented themselves. In such situations, HUD will request documentation to verify the businesses' eligibility. Businesses that are found to have misrepresented themselves will be removed from the Section 3 Business Registry and penalized (see HUD's Section 3 Business Registry webpage for more information).

To search for Section 3 businesses in your community, register your business, or learn more about HUD's Section 3 Business Registry, please visit: www.hud.gov/Sec3biz

SECTION 3 AND HUD-FUNDED CONTRACTS

Section 3 requirements provide preference but not a guarantee to Section 3 residents and Section 3 businesses when new jobs, training, or contracting opportunities are created as a result of HUD funds. Section 3 residents and businesses are not entitled to jobs or contracts simply because they meet the eligibility criteria. Section 3 residents and businesses may need to demonstrate that they have the ability to perform successfully under the terms and conditions of proposed contracts and meet the qualifications for jobs or contracts they are seeking.

Section 3 residents or businesses that believe that they have been denied employment, training, or contracting opportunities associated with HUD-funded projects are encouraged to file a complaint with HUD at the appropriate Regional Office of Fair Housing and Equal Opportunity (FHEO). A copy of the Section 3 Complaint Form (HUD-958) and a list of FHEO Regional Offices can be found online at: www.hud.gov/Section3



U.S. Department of Housing and Urban Development



8804



HUD Form 972-English

www.hud.gov/Section3



WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood improvement, and individual self-sufficiency.

HUD investments in local communities represent one of the largest sources of federal funding, and the expenditure of these funds typically results in new contracts and jobs. The Section 3 requirements stipulate that local low-income persons, and businesses that substantially employ those persons, receive priority consideration for a percentage of new training, employment, and contracting opportunities that are created from certain HUD funds.

Please visit www.hud.gov/section3 for more information on the requirements of Section 3.

WHAT IS A SECTION 3 BUSINESS?

If your business meets one of the following criteria, you may be eligible to receive priority consideration when bidding on certain HUD-funded contracts or subcontracts:

- 1) 51 percent or more owned by Section 3 residents; or
- 2) At least 30 percent of full-time, permanent staff are Section 3 residents (or were Section 3 residents within the last 3 years); or

- 3) Evidence of a commitment to subcontract 25 percent or more of the total dollar amount of all subcontracts to businesses that meet one of the criteria listed above.

WHO ARE SECTION 3 RESIDENTS?

If you meet one of the following criteria, you may be eligible to receive priority consideration when applying for certain HUD-funded jobs and training opportunities:

- 1) Public housing residents; or
- 2) Low and very low-income persons who live in the metropolitan area or Non-metropolitan County where covered HUD funding is spent.

To determine income eligibility in your community visit: <http://rowre.huduser.org/portal/datasets/hl.html>

WHAT IS THE SECTION 3 BUSINESS REGISTRY?

The Section 3 Business Registry is a listing of businesses that have self-certified that they meet one of the eligibility criteria of a Section 3 business, and have submitted publicly available information about their firm (i.e. business name, address, type of services provided, etc.) to be included HUD's online database.



The Section 3 Business Registry will be used by Public Housing Authorities (PHAs); State, County, and local government agencies; property owners; developers; contractors; and others as a resource for finding local Section 3 businesses to be notified about HUD-funded contracting opportunities. Section 3 residents are also encouraged to use the registry to locate Section 3 businesses that may have new HUD-funded jobs as a result of recently awarded HUD-funded contracts.

HUD will maintain the Section 3 Business Registry to assist agencies that receive HUD funds with meeting their Section 3 obligations. However, HUD does not verify information submitted by businesses and does not endorse the services they provide. Therefore, grantees and other users should perform due diligence to confirm eligibility before awarding contracts to firms in the Section 3 Business Registry.

Contact HUD at sec3biz@hud.gov if you believe firms in HUD's Section 3 Business Registry have

continued

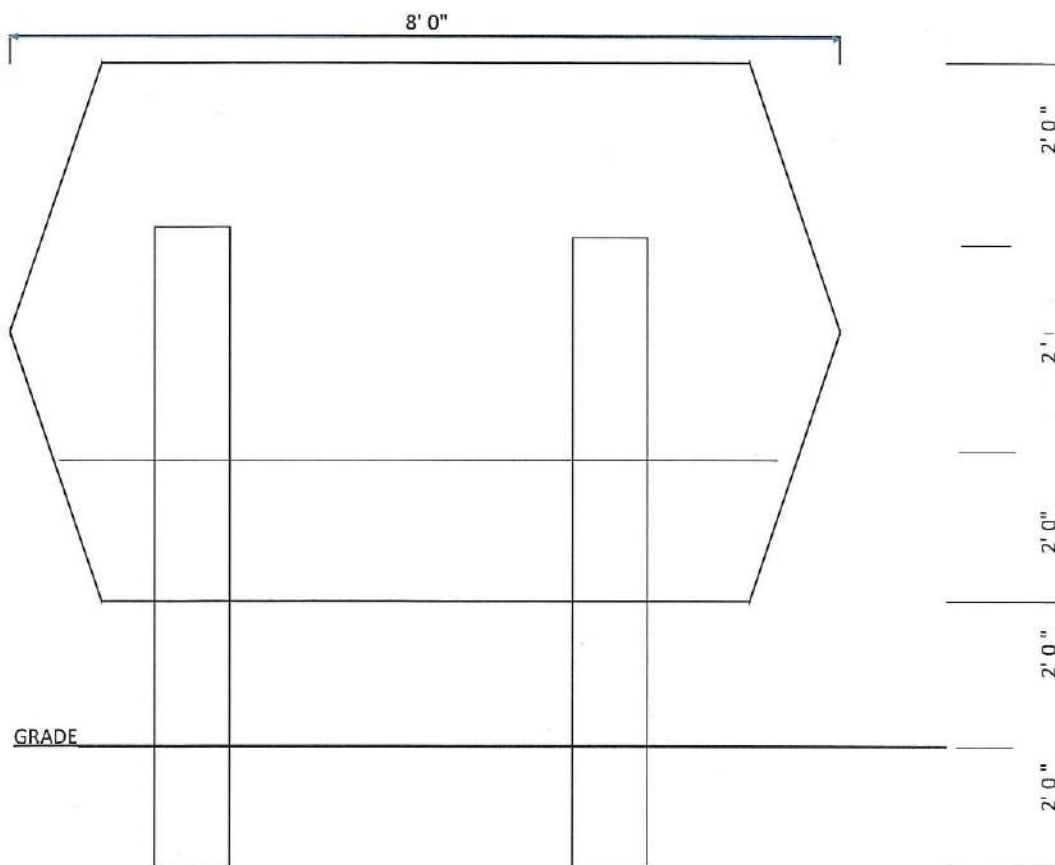


8' 0"		Spacing to bottom of letters	Letter Height and color
9"	6' 6"	9"	
TOWNSHIP OF _____		8"	4" WHITE
NAME OF PROJECT _____		5"	3" WHITE
FUNDED BY \$ _____ FEDERAL GRANT		2"	2" WHITE
\$ _____ LOCAL SHARE		4"	2" WHITE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		1"	
ESSEX COUNTY		5"	2" BLACK
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT		4"	2" BLACK
BLOCK GRANT PROGRAM		4"	2" BLACK - 2" BLACK
GRANT NO. B ____ - UC-34 -0101		4"	2" BLACK
JOSEPH N. DIVINCENZO, JR.		2"	1" BLACK
COUNTY EXECUTIVE		2"	1" BLACK
JOHN M. SOARES		3"	
DIVISION DIRECTOR		5"	2" WHITE
ARCHITECT/ENGINEER ADDRESS		2.5"	1" WHITE
CONTRACTOR ADDRESS		6.5"	
insert local officials if desired			

2' 0" RED BACKING

2' 10" WHITE BACKING

1' 2" BLUE



AGENCY NAME or TOWNSHIP OF _____

NAME OF PROJECT _____

FUNDED BY \$ _____ FEDERAL GRANT

\$ _____ LOCAL SHARE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ESSEX COUNTY
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
GRANT NO. B ____ - UC-34 -0101

JOSEPH N. DIVINCENZO, JR. JOHN M. SOARES
COUNTY EXECUTIVE DIVISION DIRECTOR

ARCHITECT/ENGINEER	CONTRACTOR
ADDRESS	ADDRESS

Insert local officials if desired

Spacing to Letter
bottom of Height and
letters color

[illegible]

GRADE

2'0"

2'0"

2'0"

2'0"

BUILD AMERICA BUY AMERICA (BABA) REGULATIONS

If total project costs (not just the CDBG award amount) **exceed \$250,000**, the Grantee, the General Contractor and Sub Contractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. **The BABA requirement is waived for projects with a total cost that is \$250,000 or less and/or for a *de minimis* portion whereby covered materials used in a project comprise no more than 5 percent of the total cost, up to \$1 million.**

BABA requires that products purchased in connection with infrastructure projects funded by Federal financial assistance programs must be produced in the United States. This requirement is known as the "**Buy America Preference (BAP)**." The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) **all iron and steel** used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) **all manufactured products** (material or supply used in an infrastructure project that is not iron or steel or a construction material; when two or more materials are combined, they should be treated as a manufactured product) used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) **all construction materials** are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Construction materials include plastic materials such as PVC pipe, glass, lumber, and drywall. The definition of construction materials does not include cement and aggregates (stone, sand, gravel).

MEETING FEDERAL LABOR STANDARDS

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

FUNDED PROJECTS

JOSEPH N. DI VINCENZO, JR
Essex County Executive

JOHN M. SOARES
Division Director

Revised 11.18.24

TABLE OF CONTENTS

- I. Introduction**
- II. Sanctions**
- III. Rehabilitation Act of 1973**
- IV. Contractor/Sub Contractor Certification of Eligibility**
- V. General Terms and Conditions of Contract**
- VI. Federal / State Labor Standard Provisions**
- VII. Notice to Employees Re Payment of Wages and other activities (to be posted onsite)**
- VIII. Job Safety and Health Protection Posters/Signs**
- IX. Bidders Notice (references UEI and SAM #s)**
- X. Contractors Clearance Requirements**
- XI. Affirmative Action Affidavit**
- XII. Section 3 Requirements**
- XIII. CDBG Project Sign**
- XIV. BABA Requirements**

INTRODUCTION

ESSEX COUNTY DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT

The Essex County Economic Development Center

20 Crestmont Road, Verona, New Jersey 07044

Tel (973) 655-0200

This information packet has been prepared for the purpose of explaining the Federal Labor Standards Provisions as required by the Housing and Urban-Rural Recovery Act of 1983. In the following pages, the responsibilities and obligations of HUD, Title I recipients and contractors working on CDBG funded projects are detailed.

Included are explanations of the statutory provisions and sanctions, general terms and conditions, Labor Standards Provisions that should become part of the contract documents, and the Contractor Certification of Eligibility for all contractors.

In addition, actual forms, which must be utilized, will be made available. Although the regulations and procedures may initially appear to be complicated, the intent of this implementation process stresses prevention and, if carefully followed, should be effective in preventing labor standard violations and minimizing the impact of those which do occur.

Any questions occurring during project implementation should be addressed to the Program Monitor assigned to the project.

SANCTIONS

The following sanctions are operable:

- A. Where the recipient's performance with respect to labor standards, administration, and enforcement is found not to be in conformance with the requirements of the Housing and Community Development Act of 1974 and the applicable implementing regulations of HUD, the provisions of Section 570:913 of the Regulations (Other remedies for noncompliance) are effective. Payments may be terminated, reduced, or otherwise limited.
- B. Violations of the Copeland Act by contractors could be the basis for termination of contract and could result in criminal prosecution by the Federal Government pursuant to 18 U.S.C. 874. Fraudulent execution of the requisite statements of compliance could result in prosecution under the False Information Act 18 U.S.C. 1001, 18 U.S.C. 1020, or 31 U.S.C. 231. The making of false statements is a felony.
- C. Violations of the Contract Work Hours and Safety Standards Act make the contractor and any subcontractor responsible and liable for unpaid wages and for liquidated damages to the United States in the Sum of \$10.00 per man per day for each violation. Intentional violations are a Federal misdemeanor, punishable for each and every offense by a fine of not more than \$1,000 or by imprisonment for not more than 6 months, or both. Violations may also be grounds for termination of contract.
- D. Violations of the Davis-Bacon Act may result in suspension of the project payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled. Violations may also result in contract termination, suspension, or debarment of the contractor or subcontractor.
- E. Debarment recommendations pursuant to 29 CFR Part 5.6 shall be made by the appropriate HUD area office director accompanied by substantiating material and forwarded to the Regional Administrator, Attention Labor Relations Officer for Review. In turn, subject recommendation with comment shall be referred to the Assistant to the Secretary for Labor Relations for review and submission to the Department of Labor for appropriate action.

REHABILITATION ACT OF 1973

PUBLIC LAW 93-112

NONDISCRIMINATION UNDER FEDERAL GRANTS

Sec. 504. No otherwise qualified handicapped individual in the United States, as defined in Section 7 (6), shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal Financial Assistance.

Approved September 26, 1973.

See #5 of General Terms and Conditions - Architectural Barrier Act.



DEPARTMENT OF ECONOMIC DEVELOPMENT, TRAINING AND EMPLOYMENT

DIVISION OF HOUSING & COMMUNITY DEVELOPMENT

20 Crestmont Road
Verona, New Jersey 07044
Tel. (973) 655-0200

Joseph N. DiVincenzo, Jr.
Essex County Executive

Anibal Ramos, Jr.
Department Director

CONTRACTOR CERTIFICATION OF ELIGIBILITY

I, _____ of _____
(Name of Contractor) (Name of Firm)

by entering into this contract certify that neither I, nor my firm, nor any person or firm who has an interest in my firm, is a person or firm ineligible to be awarded government contracts by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

No part of this contract shall be contracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12 (a)(1).

The penalty for making false statement is prescribed in the US Criminal Code, 18USC 1001.

DATE: _____

PROJECT AND YEAR: _____

TOWN: _____

SIGNATURE: _____



DEPARTMENT OF ECONOMIC DEVELOPMENT, TRAINING AND EMPLOYMENT
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT

20 Crestmont Road
Verona, New Jersey 07044
Tel. (973) 655-0200

Joseph N. DiVincenzo, Jr.
Essex County Executive

Anibal Ramos, Jr
Department Director

John M. Soares
Division Director

SUB CONTRACTOR CERTIFICATION OF ELIGIBILITY

I, _____ of _____
(Name of Sub Contractor) (Name of Firm)

by entering into this contract certify that neither I, nor my firm, nor any person or firm who has an interest in my firm, is a person or firm ineligible to be awarded government contracts by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

The penalty for making a false statement is prescribed in the US Criminal Code, 18USC 1001.

PROJECT NAME: _____ CONTRACT AMOUNT \$ _____

NATURE OF WORK TO BE PERFORMED: _____

WORKMEN WILL REPORT FOR WORK ON OR ABOUT _____

GENERAL CONTRATORS NAME: _____

SIGNATURE: _____ DATE: _____

CONTRACT FOR COMMUNITY DEVELOPMENT PROJECTS

SUMMARY

Listed below are the terms, conditions, and provisions, which must be followed for projects, funded in whole or in part with Community Development Funds. A more complete explanation of each requirement is to be found on the following pages.

GENERAL TERMS AND CONDITIONS

1. Lead Base Paint Prohibition
2. Compliance with Air and Water Acts
3. Interest of Members of Congress
4. Interest of Members, Officers or Employees (present & former)
5. Architectural Barriers Act
6. Provisions for Training, Employment & Business Opportunities
7. Termination Contract for Cause
8. Termination for Convenience of Municipality/Borrowing Entity
9. Changes
10. Assignability
11. Reports and Information
12. Records and Audits
13. Copyright
14. Patent Rights
15. Compliance with Local Laws
16. Indemnification
17. Equal Employment Opportunity
18. Performance Bonds
19. Payment Bond
20. Bid Guarantee
21. Maintenance Bond

CONTRACT FOR COMMUNITY DEVELOPMENT PROJECTS

General Terms and Conditions

1. LEAD BASE PAINT PROHIBITION:

The use of lead base paint on applicable surfaces of any residential structure undergoing construction or reconstruction through funds provided in whole or in part under Title I of the Housing and Community Development Act of 1974 is prohibited. The contractor shall conform to the provisions of 24 CFR 35 and the "Lead Base Paint Poisoning Prevention Act" 42 USC 4841 (3).

2. COMPLIANCE WITH AIR AND WATER ACT:

Contractors and sub grants of amounts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857 et seq.) and the Federal Water Pollution Control Act 33 USC 1251 et seq. as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

3. INTEREST OF MEMBERS OF CONGRESS:

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend this contract if made with a corporation for its general benefit.

4. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:

No member, officer, or employee of the County, Municipality, or the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

5. ARCHITECTURAL BARRIERS ACT:

The design of any facility (building, outdoor recreation or restroom facility) must comply with the "American Standard Specifications for Making Building and Facilities Accessible and Usable by the Physically Handicapped". (See 41 CFR 101-19.603).

6. PROVISIONS FOR TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701U. Section 3 requires that to the greatest extent feasible opportunities for training and employment in given lower income residents of the project areas and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

B. Parties to this contract will comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns.

Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified in 24 CFR 135.

7. TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Municipality shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. On such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the Municipality, become its property and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the contractor shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the contract by the contractor, and the Municipality may withhold any payments to the contractor for the purpose of set-off until such time as the exact amount of damages due the Municipality from the contractor is determined.

8. TERMINATION FOR CONVENIENCE OF MUNICIPALITY:

The Municipality may terminate this contract at any time by giving at least ten (10) days notice in writing from the Municipality to the contractor. If the contract is terminated by the Municipality, as provided herein, the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the contractor shall be reimbursed (in addition to the above payment) for the portion of the actual out-of pocket expenses (not otherwise reimbursed under the contract) incurred by the contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

9. CHANGES

The Municipality may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Municipality and the Contractor, shall be incorporated in written amendments to this contract.

10. ASSIGNABILITY

The contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Municipality thereto: Provided, however, that claims for money due or to become due to contractor from the Municipality under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

11. REPORTS AND INFORMATION:

The contractor, at such times and in such forms as Essex County, the Secretary of HUD and/or the Municipality may require, shall furnish Essex County, the Department of HUD and/or the Municipality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred, or to be incurred, in connection therewith, and any other matters covered by this contract.

12. RECORDS AND AUDITS:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the Municipality, Essex County, or the Department of HUD to assure proper accounting for all project funds, both federal and nonfederal shares. These records will be made available for audit purposes to the Municipality, Essex County, or the Department of HUD, or the Comptroller General of the United States or any authorized representative, and will be retained for three (3) years after the expiration of this contract unless permission to destroy them is granted by both the Municipality, Essex County and Department of HUD.

13. COPYRIGHT

No report, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor.

14. PATENT RIGHTS

In the event that any invention, improvement, or discovery may be conceived or first actually reduced to practice by the contractor or its employees, in the course of or under this contract or any subcontract, the contractor shall give prompt notice thereof to Essex County. Any such invention, improvement, or discovery, together with all information, designs, specifications, know-how, data, patent rights, and findings in connection therewith which arose or were developed in the hereunder, shall be made available to the public through dedication, assignment to the Government of the United States of America, or such other means as HUD shall determine.

15. COMPLIANCE WITH LOCAL LAWS:

The contractor shall comply with all applicable laws, ordinance, and codes of the State and Local Governments.

16. INDEMNIFICATION

The contractor shall indemnify and hold harmless the Municipality and its agents and employees from against all claims, damages, losses, and expenses, including attorneys fees arising out of or resulting from performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Municipality or any of its agents or employees by any employee of the contractor, any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefits acts, or other employee benefit acts.

17. EQUAL EMPLOYMENT OPPORTUNITY:

A. This clause applies to contracts not exceeding \$10,000:

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this contract. A breach of this provision may be grounds for contract termination.

B. This Clause applies to contracts in excess of \$10,000:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive order 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his/her books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the statement preceding subparagraph 1 and the provision of subparagraph 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. A breach of Paragraph 1, 3, 4, 5, 6, and 7 may be grounds for termination of the contract and for debarment as provided in 20 CFR 5.6.

18. PERFORMANCE BOND

The contractor shall post a Performance Bond for 100% of the contract price.

19. PAYMENT BOND

The contractor shall post a payment bond for 100% of the contract price to assure payment of all persons supplying labor and materials in the execution of work provided for in the contract.

20. BID GUARANTEE

The contractor shall post a bid guarantee bond for 10% of the bid price as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

21. MAINTENANCE BOND

Upon completion of projects the municipality involved will certify as to the acceptance of the job and will produce a maintenance bond prior to or at the time the final payment is requested. A percentage of the contract is usually held until the completion of the job. This is the retainage, which consists of the final payment request. If a maintenance bond is not secured by Contractor then the retainage will be held in lieu of maintenance bond, for a period of 1 year. The entire project file is reviewed prior to payment of final voucher assure compliance has been met with all Federal Labor Standards Provisions and the M & C procedures as set forth by this office. If items are missing, the contractor should be given written notice and a copy sent to the municipal contact person.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

New Jersey Department of Labor and Workforce Development

Chapter 194, Laws of New Jersey, 2009, Relating to

Employer Obligation to Maintain and Report Records

Regarding Wages, Benefits, Taxes and Other Contributions and Assessments Pursuant to State Wage, Benefit and Tax Laws

**Wage Payment Law (N.J.S.A. 34:11-4.1 et seq.) and
Wage and Hour Law (N.J.S.A. 34:11-56a et seq.)**

Each employer must keep a record of each employee which contains the following information:

1. The name of the employee;
2. The address of the employee;
3. The birth date of the employee if the employee is under the age of 18;
4. The total hours worked by the employee each day and each workweek*;
5. The earnings of each employee, including the regular hourly wage, gross to net amounts with itemized deductions, and the basis on which wages are paid;
6. Regarding each employee who receives gratuities, the total gratuities received by the employee during the payroll week;
7. Regarding each employee who receives gratuities, daily or weekly reports completed by the employee containing the following information:
 - (a) the employee's name,
 - (b) the employee's address,
 - (c) the employee's social security number,
 - (d) the name and address of the employer,
 - (e) the calendar day or week covered by the report, and
 - (f) the total amount of gratuities received; and
8. Regarding each employee for whom the employer claims credit for food or lodging as a cash substitute for the employee who receives food or lodging supplied by the employer, information substantiating the cost of furnishing such food or lodgings, including but not limited to the nature and amount of any expenditures entering into the computation of the fair value of the food or lodging and the date required to compute the amount of the depreciated investment in any assets allocable to the furnishing of the lodgings, including the date of acquisition or construction, the original cost, the rate of depreciation and the total amount of accumulated depreciation on such assets.

The employer may use any system of time keeping provided that it is a complete, true and accurate record.

The employer must keep the wage and hour records described above for a period of six years.

The employer must keep the wage and hour records described above at the place of employment or in a central office in New Jersey.

* This requirement does not apply with regard to those employees who are covered by the exceptions set forth at N.J.S.A. 34:11-4.6e and 34:11-56a20, which includes but is not limited to individuals employed in a bona fide executive, administrative, professional or outside sales capacity.

Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)

The Prevailing Wage Act applies to employers only under certain circumstances.

Specifically, it applies only when an employer enters into a contract in excess of the prevailing wage contract threshold amount for any public work (as the term "public work" is defined at N.J.S.A. 34:11-56.26) to which any public body is a party or for public work to be done on a property or premises owned by a public body or leased or to be leased by a public body.

Each public works contractor must submit to the public body or lessor which contracted for the public works project a certified payroll record containing the following employee information:

1. Name;
2. Address;
3. Social security number;
4. Craft or trade;
5. Actual hourly rate of pay;
6. Actual daily, overtime and weekly hours worked in each craft or trade;
7. Gross pay;
8. Itemized deductions;
9. Net pay paid to the employee;
10. Any fringe benefits paid to approved plans, funds or programs on behalf of employee; and
11. Fringe benefits paid in cash to the employee.

Each public works contractor must, within 10 days of payment of wages, submit the certified payroll record to the public body or the lessor which contracted for the public works project.

Each public works contractor which employs one or more apprentices on a public works project must maintain with its records written evidence that the apprentice or apprentices are registered in an approved apprenticeship program while performing work on the project.

Unemployment Compensation Law (N.J.S.A. 43:21-1 et seq.),
Temporary Disability Benefits Law (N.J.S.A. 43:21-25 et seq.) and
Family Leave Insurance Benefits Law, P.L. 2008, c. 17.

Payroll records: Each employing unit must maintain a record for each worker engaged in employment, which record must contain the following information about the worker:

1. Full name, address and social security number;
2. Total remuneration paid in each pay period showing separately cash, including commissions and bonuses; the cash value of all compensation in any medium other than cash; gratuities received regularly in the course of employment if reported by the employee, or if not so reported, the minimum wage rate prescribed under applicable laws of this State or of the United States, or the amount of remuneration actually received by the employee, whichever is higher, and service charges collected by the employer and distributed to workers in lieu of gratuities and tips;

3. An entry under the heading "special payments" of the amount of any special payments, such as bonuses and gifts, which have been paid during the pay period but which relate to employment in a prior period. The following shall be shown separately under this heading: cash payments, cash value of other remuneration, the nature of such payments, the period during which the services were performed for which special payments were payable;
4. The date hired, rehired and returned to work after temporary layoff;
5. The date separated from employment and the reason for separation;
6. Such information as may be necessary to determine remuneration on a calendar week basis; and
7. The number of base weeks (as the term "base week" is defined in N.J.S.A. 43:21-19(t)) and wages.

All records referred to in 1. through 7. above must be kept safe and readily accessible at the New Jersey place of business of the employing unit.

All records referred to in 1. through 7. above must be retained for the current calendar year and for the four preceding calendar years. Once an employer becomes inactive, the employer must keep all records referred to in 1. through 7. above for the subsequent six quarters.

Wage reporting: Each employer (other than employers of domestic service workers) must electronically file a WR-30, "Employer Report of Wages Paid," with the Division of Revenue, within the Department of the Treasury, within 30 days after the end of each quarter. The WR-30 lists the name, social security number and wages paid to each employee and the number of base weeks worked by the employee during the calendar quarter.

Each employer of domestic service workers (as the term "domestic service worker" is defined at N.J.A.C. 12:16-13.7(b)) must file an annual, rather than quarterly, WR-30 with the Division of Revenue, within the Department of the Treasury.

Contribution reporting: Each employer (other than employers of domestic service workers) must electronically file an NJ-927, "Employer's Quarterly Report," with the Division of Revenue, within the Department of the Treasury, and remit the corresponding unemployment insurance, supplemental workforce fund, workforce development partnership fund, temporary disability insurance and family leave insurance contribution payments, within 30 days after the end of each quarter. The NJ-927 lists the total of all wages paid, the wages paid in excess of the taxable maximum, the taxable wages on which contributions are due, the number of workers employed during the pay period, the number of workers insured under a "private plan" for temporary disability insurance and the number of workers insured under a "private plan" for family leave insurance.

Each employer of domestic service workers (as the term "domestic service worker" is defined in N.J.A.C. 12:16-13.11(c)) must file an annual, rather than quarterly, NJ-927H, "Domestic Employer's Annual Report," with the Division of Revenue, within the Department of the Treasury.

Temporary Disability Insurance and Family Leave Insurance information: Each employer must retain all records pertaining to any election to discontinue a private plan for temporary disability insurance and/or family leave insurance benefits and must make such records available for inspection by the Division of Temporary Disability Insurance for a one-year period from the date that the private plan is terminated.

Each employer having a private plan for temporary disability insurance and/or family leave insurance must, within 10 days after the Division of Temporary Disability Insurance has mailed the employer a request for information with respect to a period of disability, furnish the Division with any information requested or known to the employer which may bear upon the eligibility of the claimant.

Each employer having two or more approved private plans in effect during a calendar half-year or any portion thereof must, on or before the 30th day following the close of the calendar half-year, file a report showing the amount of taxable wages paid during such calendar half-year to employees while covered under each such private plan.

Each employer who provides temporary disability insurance to its employees through a self-insured private plan must, for the six-month periods ending June 30 and December 31 of each calendar year during which the self insured private plan is in effect, file a statement with the Division of Temporary Disability Insurance, on or before the 30th day following the end of the respective six-month period showing:

1. The number of claims received during the six-month period,
2. The number of claims accepted during the six-month period,
3. The amount of benefits paid during the six-month period, and
4. Such other information as the Division of Temporary Disability Insurance may require with respect to the financial ability of the self-insurer to meet the self-insured's obligations under the plan.

On or before the 30th day following the close of each calendar year during which a self-insured private plan for temporary disability insurance is in effect, the employer must file a report with the Division of Temporary Disability Insurance showing:

1. The amount of funds available at the beginning of that year for payment of disability benefits,
2. The amount contributed by workers during that year,
3. The amount contributed by the employer during that year,
4. The amount of disability benefits paid during that year,
5. Direct cost of administration of the plan during that year, and
6. The number of employees covered by the plan as of December 31.

Each employer who provides family leave insurance to its employees through a self-insured private plan must for the one-year period ending December 31 of each calendar year during which a self-insured private plan is in effect file a statement with the Division of Temporary Disability Insurance, on or before the 30th day following the end of the one-year period showing the following information with regard to each of the following types of claims: care of a sick child, care of a sick spouse, care of a sick domestic partner, care of a sick civil union partner, care of a sick parent, bonding by biological parent with a newborn child, bonding by domestic partner or civil union partner of biological parent with a newborn child, bonding by individual with newly adopted child:

1. The number of claims for family leave insurance benefits received during the one-year period,
2. The number of claims for family leave insurance benefits accepted during the one-year period,
3. The number of workers who received family leave insurance benefits during the one-year period,
4. The amount of family leave insurance benefits paid during the one-year period,

5. The average weekly family leave insurance benefit during the one-year period,
6. The amount of sick leave, vacation leave or other fully paid time, which resulted in reduced benefit Duration during the one-year period,
7. With regard solely to family leave insurance benefit claims to care for sick family members, the amount of intermittent family leave insurance benefits paid during the one-year period, and
8. The average duration of family leave insurance benefits, in days, during the one-year period.

The information reported in 1. through 8. above must be broken down by sex and by age group, beginning at 25 years and under and increasing in increments of 10.

On or before the 30th day following the close of each calendar year during which a self-insured private plan for family leave insurance is in effect, the employer must file a report with the Division of Temporary Disability Insurance showing:

1. The amount of funds available at the beginning of that year for payment of family leave insurance benefits,
2. The amount contributed by workers during that year,
3. The direct cost of administration of the plan during that year,
4. The number of employees covered by the plan as of December 31, and
5. Such other information as the Division of Temporary Disability Insurance may require with respect to the financial ability of the self-insurer to meet the self-insured's obligation under the plan.

Workers' Compensation Law (N.J.S.A. 34:15-1 et seq.)

Upon the happening of an accident or the occurrence of any occupational disease, an employer who has insurance coverage or utilizes a third-party administrator shall promptly furnish the insurance carrier or the third-party administrator with accident or occupational disease information.

Within three weeks after an accident or upon knowledge of the occurrence of an occupational disease, every insurance carrier, third-party administrator, statutory non-insured employer, including the State, counties, municipalities and school districts, and duly authorized self-insured employer not utilizing a third-party administrator must file a report designated as "first notice of accident" in electronic data interchange media with the Division of Workers' Compensation through the Compensation Rating and Inspection Bureau in a format prescribed by the Compensation Rating and Inspection Bureau.

When filed by an insurance carrier or third-party administrator, the report must also be sent to the employer. If the employer disagrees with the report, the employer may prepare and sign an amended report and file the amended report with the insurance carrier or third-party administrator. The amended report must then be filed electronically with the Division through the Compensation Rating and Inspection Bureau.

Every insurance carrier providing workers' compensation insurance and every workers' compensation self-insured employer shall designate a contact person who is responsible for responding to issues concerning medical and temporary disability benefits where no claim petition has been filed or where a claim petition has not been answered. The full name, telephone number, mailing address, email address and fax number of the contact person must be submitted to the Division of Workers' Compensation utilizing the Division's contact person form in the manner instructed on the form.

Each employer, when directed to do so by the Division of Workers' Compensation, must submit to the Division of Workers' Compensation copies of such medical certificates and reports as it may have on file.

Gross Income Tax Act (N.J.S.A. 54A:1-1 et seq.)

Employer's Quarterly Report: The Employer's Quarterly Report, NJ-927, reports New Jersey Gross Income Tax withheld, unemployment insurance, supplemental workforce fund, workforce development partnership fund, family leave insurance and temporary disability insurance wage and withholding information.

Each employer is required to electronically file an Employer's Quarterly Report, NJ-927, for each calendar quarter, regardless of the amount of tax actually due for a particular quarter. Quarterly reports are due on the 30th day of the month following the end of each quarter.

Employers of "domestic service workers" may report and pay New Jersey Gross Income Tax withheld on an annual, rather than quarterly, basis on an NJ-927H.

Records to be kept: Every employer is required to keep all pertinent records available for inspection by authorized representatives of the New Jersey Division of Taxation. Such records must include the following:

1. The amounts and dates of all wage payments subject to New Jersey Gross Income Tax;
2. The names, addresses and occupations of employees receiving such payments;
3. The periods of their employment;
4. Their social security numbers;
5. Their withholding exemption certificates;
6. The employer's New Jersey Taxpayer Identification Number;
7. Record of weekly, monthly, quarterly remittances and/or returns and annual returns filed;
8. The dates and amounts of payments made; and
9. Days worked inside and outside of New Jersey for all nonresident employees.

Contact Information

If an employee or an employee's authorized representative wishes to contact a State representative in order to provide information to or file a complaint with the representative regarding an employer's possible failure to meet any of the requirements set forth above, he or she may use the following contact information:

For possible failure to meet the record keeping or reporting requirements of the **Wage Payment Law, Wage and Hour Law or Prevailing Wage Act:**

Phone: 609-292-2305

E-mail: wage.hour@dol.state.nj.us

Mail: New Jersey Department of Labor and Workforce Development
Division of Wage and Hour Compliance

P.O. Box 389

Trenton, NJ 08625-0389

For possible failure to meet the record keeping or reporting requirements of the **Unemployment Compensation Law, Temporary Disability Benefits Law or Family Leave Insurance Benefits Law:**

Phone: 609-292-2810

E-mail: emplaccts@dol.state.nj.us

Mail: New Jersey Department of Labor and Workforce Development
Division of Employer Accounts

P.O. Box 947

Trenton, NJ 08625-0947

For possible failure to meet the record keeping or reporting requirements of the **Workers' Compensation Law:**

Phone: 609-292-2515

E-mail: dwc@dol.state.nj.us

Mail: New Jersey Department of Labor and Workforce Development
Division of Workers' Compensation

P.O. Box 381

Trenton, NJ 08625-0381

For possible failure to meet the record keeping or reporting requirements of **Gross Income Tax Act:**

Phone: 609-292-6400

E-mail: nj.taxation@treas.state.nj.us

Mail: New Jersey Department of the Treasury
Division of Taxation

Information and Publications Branch

P.O. Box 281

Trenton, NJ 08625-0281



This notice must be conspicuously posted. Not later than December 7, 2011, each employee must also be provided a written copy of the notice or, for employees hired after November 7, 2011, a written copy of the notice must be provided at the time of the employee's hiring. See N.J.A.C. 12:2-1.3 for alternate methods of posting and distribution by electronic means.

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

Essex County
Division of Housing and Community Development
Sal Carnovale , Program Monitor
Tel. (973) 655-0200 Fax (973) 655-0982

Or you may contact the nearest office of the Wage and Hour Division., U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under. U.S. Department of Labor / Employment Standards Administration

U.S. Department of Labor Employment Standards Administration

New Jersey Department of Labor and Workforce Development

To be posted in a conspicuous place

Chapter 173, Laws of New Jersey, 1965: Relating to Payment of Wages

All Employers Must Pay Wages to All Employees in Full at Least Twice a Calendar Month.

Executive and supervisory employees, however, may be paid at least once a calendar month.

Payment shall be made on regular paydays designated in advance.

When a payday falls on a non-work day, payment shall be made on the immediately preceding work day, unless otherwise provided for in a collective bargaining agreement.

The end of the pay period for which payment is made on a regular payday shall be not more than 10 working days before such regular payday.

If payment is by check, suitable arrangements must be made for cashing the check without difficulty and for the full amount.

- Employees leaving or terminated for any reason, including labor disputes, shall be paid all wages due not later than the regular payday for the period in which the termination occurred.
- An additional 10 days may be allowed in the event of a labor dispute involving payroll employees.
- Employees paid on an incentive system shall be paid a reasonable approximation of wages due until exact amounts can be computed.
- Payment may be made through regular pay channels or by mail if requested by the employee.

It shall be unlawful to make any agreement for payment other than as provided in this act, except to pay at shorter intervals or to pay wages in advance.

Wages due a deceased employee may be paid to the survivors in the order of preference as outlined in the statute.

No Deductions Shall Be Made From Employees' Wages Except:

Amounts authorized by New Jersey or United States Law or payments to correct payroll errors.

Contributions or payments authorized by employees either in writing or under a collective bargaining agreement for:

Employee welfare • insurance • hospitalization • medical or surgical or both • pension • retirement • profit-sharing plans • plans establishing individual retirement annuities on a group or individual basis • individual retirement accounts at any State or federally chartered bank, savings bank, or savings and loan association • company-operated thrift plans • security option or security purchase plans to buy marketable securities • employee personal savings accounts such as a credit union, savings fund society, savings and loan or building and loan association • Christmas, vacation or other savings funds.

Purchase of company products or employer loans in accordance with a periodic payment schedule contained in the original purchase or loan agreement • safety equipment • U.S. government bonds • costs and fees to replace employee identification for access to sterile or secured areas of airports • contributions for organized and recognized charities • rental of work clothing or uniforms or for laundering or dry cleaning of work clothing or uniforms • labor union dues and fees • health club membership fees • child care services.

All Employers Shall:

Notify employees at time of hiring the rate of pay and the regular payday.

Notify employees of changes in pay rates or paydays prior to the changes.

Furnish each employee with statement of deductions each pay period.

Make and keep records for employees, including wages and hours, and make such records available for inspection.

Provide employees at time of hiring a required notice (form number MW-400) describing the employer's obligation to maintain and report records regarding wages, benefits, taxes and other contributions and assessments.

The Commissioner of Labor and Workforce Development shall enforce and administer the provisions of this act and the Commissioner or an authorized representative shall have the power to make all necessary inspections of establishments and records.

Any employer who knowingly and willfully violates any provision of this act shall be guilty of a disorderly persons offense and upon conviction shall be punished by a fine of not less than \$100 nor more than \$1,000. Each day during which any violation of this act continues shall constitute a separate and distinct offense.

As an alternative to or in addition to any other sanctions provided by law for violations, the Commissioner is authorized to assess and collect administrative penalties, up to a maximum of \$250 for a first violation and up to a maximum of \$500 for each subsequent violation.

The employer shall also pay the Commissioner an administrative fee equal to not less than 10% or more than 25% of any payment due to employees.

The Commissioner may, after affording the employer or successor firm notice and an opportunity for a hearing in accordance with the provisions of the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), issue a written determination directing any appropriate agency to suspend any one or more licenses that are held by the employer or successor firm, for a period of time determined by the Commissioner.

Please Note: The Division of Wage and Hour Compliance does not investigate or inquire into the legal status of any worker. The Division applies New Jersey's labor laws without regard to a worker's legal status. The Division does not share information with "Immigration".

Enforced by:

New Jersey Department of
Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
(609) 292-2305

Additional copies of this poster or any other required poster may be obtained by contacting the New Jersey Department of Labor and Workforce Development, Office of Constituent Relations, PO Box 110, Trenton, New Jersey 08625-0110, 609/777-3200.
If you need this document in braille or large print, call 609/292-2305. TTY users can contact this department through New Jersey Relay 7-1-1.



MW-17 (R-10-13)

Conscientious Employee Protection Act

"Whistleblower Act"

Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
 - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - (2) is fraudulent or criminal; or
 - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

CONTACT INFORMATION

Your employer has designated the following contact person to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

Name: _____

Address: _____

Telephone Number: _____

This notice must be conspicuously displayed.

Once each year, employers with 10 or more employees must distribute notice of this law to their employees. If you need this document in a language other than English or Spanish, please call (609) 292-7832.



La Ley de protección al empleado consciente

"Ley de protección del denunciante"

Acciones de represalia del empleador; protección de las acciones del empleado

1. La ley de New Jersey prohíbe que los empleadores tomen medidas de represalia contra todo empleado que haga lo siguiente:
 - a. Divulgue o amenace con divulgar, ya sea a un supervisor o a una agencia pública toda actividad, directriz o norma del empleador o de cualquier otro empleador con el que exista una relación de negocios y que el empleado tiene motivos fundados para pensar que violan alguna ley, o en el caso de un trabajador licenciado o certificado de la salud y que tiene motivos fundados para pensar que se trata de una manera inadecuada de atención al paciente;
 - b. Facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la violación de alguna ley, regla o reglamento que el empleador o algún otro empleador con el que exista una relación de negocios; o en el caso de un trabajador licenciado o certificado de la salud que facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la calidad de la atención al paciente; o
 - c. Ofrece información concerniente al engaño o la tergiversación con accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
 - d. Ofrece información con respecto a toda actividad que se pueda percibir como delictiva o fraudulenta, toda directiva o práctica engañosa o de tergiversación que el empleado tenga motivos fundados para pensar que pudieran estafar a accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
 - e. Se opone o se niega a participar en alguna actividad, directriz o práctica que el empleado tiene motivos fundados para pensar que:
 - (1) viola alguna ley, o regla o reglamento que dicta la ley o en el caso de un empleado licenciado o certificado en cuidado de la salud que tiene motivos fundados para pensar que constituya atención inadecuada al paciente;
 - (2) es fraudulenta o delictiva; o
 - (3) es incompatible con algún mandato establecido por las directrices públicas relacionadas con la salud pública, la seguridad o el bienestar o la protección del medio ambiente. Artículo 34:19-3 de las Leyes comentadas de New Jersey de protección del empleado consciente (N.J.S.A., por sus siglas en inglés)
2. No se puede acoger a la protección contra la represalia, cuando se hace una divulgación a un organismo público, a no ser que el empleado le informe al empleador de tal actividad, política o norma a través de un aviso por escrito y le haya dado al empleador una oportunidad razonable para corregir tal actividad, política o norma. Sin embargo, no es necesaria la divulgación en los casos en que el empleado tenga indicios razonables para creer que un supervisor o más de un supervisor del empleador tienen conocimiento de tal actividad, política o norma o en los casos en los que el empleado teme que tal divulgación pueda traer como consecuencia daños físicos a su persona siempre y cuando la naturaleza de la situación sea la de una situación de emergencia.

Información del Contacto

Su empleador ha designado a la siguiente persona para recibir notificaciones de acuerdo al parágrafo 2, de la ley (N.J.S.A. 34:19-4):

Nombre: _____

Dirección: _____

Número de teléfono: _____

Este aviso se debe exponer a la vista de todos.

Anualmente, patronos con 10 o más empleados, deberán distribuir notificación de esta ley a todos sus empleados. Si necesita este documento en algún otro idioma que no sea inglés o español, sírvase llamar al (609) 292-7832.



New Jersey SAFE Act

The New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), P.L. 2013, c.82, provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during each of 20 or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19, or a victim of a sexually violent offense, as that term is defined in N.J.S.A. 30:4-27.6. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (2) Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner
- (3) Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
- (6) Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation leave, personal leave, or medical or sick leave that the employee elects to use or which the employer requires the employee to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, N.J.S.A. 34:11B-1 et seq., or the federal Family and Medical Leave Act, 20 U.S.C. 2601 et seq., the leave shall count simultaneously against the employee's entitlement under each respective law.

Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave. The employee must provide the employer with written notice as far in advance as reasonable and practicable under the circumstances. The employer has the right to require the employee to provide the employer with documentation of the domestic violence or sexually violent offense that is the basis for the leave. The employer must retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or State law, rule or regulation.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

To obtain relief for a violation of the NJ SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one year of the date of the alleged violation.

This notice must be conspicuously displayed.



Right to be Free of Gender Inequity or Bias in Pay, Compensation, Benefits or Other Terms and Conditions of Employment

New Jersey and federal laws prohibit employers from discriminating against an individual with respect to his/her pay, compensation, benefits, or terms, conditions or privileges of employment because of the individual's sex.

FEDERAL LAW

Title VII of the Civil Rights Act of 1964 prohibits employment discrimination based on, among other things, an individual's sex. Title VII claims must be filed with the United States Equal Employment Opportunity Commission (EEOC) before they can be brought in court. Remedies under Title VII may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

The Equal Pay Act of 1963 (EPA) prohibits discrimination in compensation based on sex. EPA claims can be filed either with the EEOC or directly with the court. Remedies under the EPA may include the amount of the salary or wages due from the employer, plus an additional equal amount as liquidated damages.

Please be mindful that in order for a disparity in compensation based on sex to be actionable under the EPA, it must be for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

There are strict time limits for filing charges of employment discrimination. For further information, contact the EEOC at 800-669-4000 or at www.eeoc.gov.

NEW JERSEY LAW

The New Jersey Law Against Discrimination (LAD) prohibits employment discrimination based on, among other things, an individual's sex. LAD claims can be filed with the New Jersey Division on Civil Rights (NJDCR) or directly in court. Remedies under the LAD may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

Another State law, N.J.S.A. 34:11-56.1 et seq., prohibits discrimination in the rate or method of payment of wages to an employee because of his or her sex. Claims under this wage discrimination law may be filed with the New Jersey Department of Labor and Workforce Development (NJDLWD) or directly in court. Remedies under this law may include the full amount of the salary or wages owed, plus an additional equal amount as liquidated damages.

Please be mindful that under the State wage discrimination law a differential in pay between employees based on a reasonable factor or factors other than sex shall not constitute discrimination.

There are strict time limits for filing charges of employment discrimination. For more information regarding LAD claims, contact the NJDCR at 609-292-4605 or at www.njcivilrights.gov. For information concerning N.J.S.A. 34:11-56.1 et seq., contact the Division of Wage and Hour Compliance within the NJDLWD at 609-292-2305 or at <http://lwd.state.nj.us>.

This notice must be conspicuously displayed.



Acknowledgment of Receipt of Gender Equity Notification

I received a copy of the gender equity notification on the date listed below.
I have read it and I understand it.

Name (signature)

Name (print)

Date



Derecho a estar exento de desigualdad o discriminación de género con respecto al pago, la remuneración, los beneficios o cualquier otro término o condición de empleo

Las leyes de New Jersey y federales prohíben a los empleadores discriminar contra cualquier persona con respecto a su pago, remuneración, beneficios o cualquier otro término, condición o privilegio de empleo debido a su género.

LEYES FEDERALES

El Título VII de la Ley de Derechos Civiles de 1964 prohíbe la discriminación laboral debido al género de la persona, entre otras cosas. Las reclamaciones acordes al Título VII deben ser presentadas ante la Comisión de Igualdad de Oportunidades en el Empleo de los Estados Unidos (EEOC, por sus siglas en inglés) antes de que puedan ser presentadas ante un tribunal. Entre los recursos legales conforme al Título VII están: una orden que prohíba los actos ilícitos de discriminación, que se pague remuneración con carácter retroactivo, y que se pague por daños compensatorios y punitivos.

La Ley de Igualdad Salarial de 1963 (EPA, por sus siglas en inglés) prohíbe la discriminación con respecto a la remuneración basado en el género de la persona. Las reclamaciones acordes a EPA se pueden presentar ya sea ante la EEOC o directamente ante los tribunales. Entre los recursos legales conforme a EPA están: la retribución de las sumas de salarios o sueldos que el empleador deba, además de una suma adicional equivalente por daños y perjuicios liquidados.

Se le ruega tener en cuenta que para que una reclamación por desigualdad de remuneración basado en el género proceda conforme a la EPA, tiene que ser por el mismo tipo de trabajo en empleos en los que su rendimiento exija las mismas destrezas, el mismo esfuerzo y las mismas responsabilidades, las cuales se realizan en las mismas condiciones de trabajo.

Existen estrictos límites en cuanto al plazo de tiempo del que se dispone para presentar reclamaciones por discriminación laboral. Para mayor información, comuníquese con la EEOC, llamando al 800-669-4000 o en www.eeoc.gov.

LEYES DE NEW JERSEY

La Ley contra la Discriminación en New Jersey (LAD, por sus siglas en inglés) prohíbe la discriminación laboral debido al género de la persona, entre otras cosas. Las reclamaciones conforme a LAD se pueden presentar a la División de Derechos Civiles de New Jersey (NJDCR, por sus siglas en inglés) o directamente ante los tribunales. Entre los recursos legales conforme a LAD están: una orden que prohíba los actos ilícitos de discriminación, que se pague remuneración con carácter retroactivo, y que se pague por daños compensatorios y punitivos.

Otra ley estatal, N.J.S.A. 34:11-56.1 y siguientes, también prohíbe la discriminación respecto a la tasa salarial o el método de pago de salarios al empleado debido a su género. Las reclamaciones conforme a esta ley contra la discriminación con respecto a los salarios se pueden presentar ante el Departamento de Trabajo y Desarrollo de la Fuerza Laboral de New Jersey (NJDLWD, por sus siglas en inglés) o directamente ante los tribunales. Entre los recursos legales conforme a esta ley están: la retribución de las sumas de salarios o sueldos que le deben, además de una suma adicional equivalente por daños y perjuicios liquidados.

Se le ruega tenga en cuenta que conforme a la ley estatal contra la discriminación con respecto a los salarios, no se considera discriminación el hecho de que exista un diferencial salarial entre los empleados basado en otros factores razonables que no sean el género de la persona.

Existen estrictos límites en cuanto al plazo de tiempo del que se dispone para presentar reclamaciones por discriminación laboral. Para mayor información relacionada con las reclamaciones conforme a LAD, comuníquese con NJDCR, llamando al 609-292-4605 o en www.njcivilrights.gov. Para obtener información acerca de N.J.S.A. 34:11-56.1 y siguientes, comuníquese con la División de Cumplimiento de Horarios y Salarios (DWHC), del NJDLWD, llamando al 609-292-2305 o en <http://lwd.state.nj.us>.

Este aviso se debe exponer a la vista de todos.



Acuse de recibo de la notificación de igualdad de género

Recibí una copia de la notificación de igualdad de género en la fecha que aparece a continuación.
Lo he leído y lo entiendo.

Nombre (firma)

Nombre (en letra de molde)

Fecha



NEW JERSEY DEPARTMENT OF
LWD
LABOR AND WORKFORCE DEVELOPMENT
nj.gov/labor



OSHA®
Occupational Safety
and Health Administration

Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

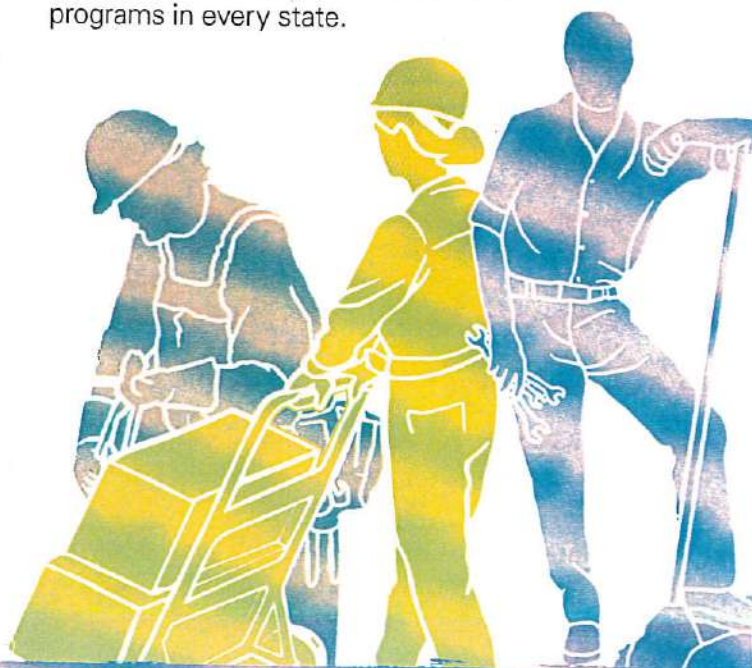
This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.



1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov



Seguridad y Salud en el Trabajo

¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedirle a la OSHA inspeccionar su lugar de trabajo si usted cree que hay condiciones peligrosas o insalubres. Su información es confidencial. Algún representante suyo puede comunicarse con OSHA a su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquier citación de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Llame OSHA. Podemos ayudar.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Reportar a la OSHA todas las fatalidades relacionadas con el trabajo dentro de 8 horas, y todas hospitalizaciones, amputaciones y la pérdida de un ojo dentro de 24 horas.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Los empleadores de tamaño pequeño y mediano pueden recibir ASISTENCIA GRATIS para identificar y corregir los peligros sin citación o multa, a través de los programas de consultación apoyados por la OSHA en cada estado.



1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

JOB SAFETY & HEALTH PROTECTION

The Occupational Safety and Health Act of 1970 provides job safety and health protection for workers by promoting safe and healthful working conditions throughout the Nation. Provisions of the Act include the following:

Employers

All employers must furnish to employees employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious harm to employees. Employers must comply with occupational safety and health standards issued under the Act.

Employees

Employees must comply with all occupational safety and health standards, rules, regulations and orders issued under the Act that apply to their own actions and conduct on the job.

The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor has the primary responsibility for administering the Act. OSHA issues occupational safety and health standards, and its Compliance Safety and Health Officers conduct jobsite inspections to help ensure compliance with the Act.

Inspection

The Act requires that a representative of the employer and a representative authorized by the employees be given an opportunity to accompany the OSHA inspector for the purpose of aiding the inspection.

Where there is no authorized employee representative, the OSHA Compliance Officer must consult with a reasonable number of employees concerning safety and health conditions in the workplace.

Complaint

Employees or their representatives have the right to file a complaint with the nearest OSHA office requesting an inspection if they believe unsafe or unhealthful conditions exist in their workplace. OSHA will withhold, on request, names of employees complaining.

The Act provides that employees may not be discharged or discriminated against in any way for filing safety and health complaints or for otherwise exercising their rights under the Act.

Employees who believe they have been discriminated against may file a complaint with their nearest OSHA office within 30 days of the alleged discriminatory action.

Citation

If upon inspection OSHA believes an employer has violated the Act, a citation alleging such violations will be issued to the employer. Each citation will specify a time period within which the alleged violation must be corrected.

The OSHA citation must be prominently displayed at or near the place of alleged violation for three days, or until it is corrected, whichever is later, to warn employees of dangers that may exist there.

Proposed Penalty

The Act provides for mandatory penalties against employers of up to \$1,000 for each serious violation and for optional penalties of up to \$1,000 for each nonserious violation. Penalties of up to \$1,000 per day may be proposed for failure to correct violations within the proposed time period. Also, any employer who willfully or repeatedly violates the Act may be assessed penalties of up to \$10,000 for each such violation.

There are also provisions for criminal penalties. Any willful violation resulting in death of an employee, upon conviction, is punishable by a fine of up to \$250,000 (or \$500,000 if the employer is a corporation), or by imprisonment for up to six months, or both. A second conviction of an employer doubles the possible term of imprisonment.

Voluntary Activity

While providing penalties for violations, the Act also encourages efforts by labor and management, before an OSHA inspection, to reduce workplace hazards voluntarily and to develop and improve safety and health programs in all workplaces and industries. OSHA's Voluntary Protection Programs recognize outstanding efforts of this nature.

OSHA has published Safety and Health Program Management Guidelines to assist employers in establishing or perfecting programs to prevent or control employee exposure to workplace hazards. There are many public and private organizations that can provide information and assistance in this effort, if requested. Also, your local OSHA office can provide considerable help and advice on solving safety and health problems or can refer you to other sources for help such as training.

Consultation

Free assistance in identifying and correcting hazards and in improving safety and health management is available to employers, without citation or penalty, through OSHA-supported programs in each State. These programs are usually administered by the State Labor or Health department or a State university.

Posting Instructions

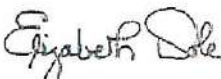
Employers in States operating OSHA approved State Plans should obtain and post the State's equivalent poster.

Under provisions of Title 29, Code of Federal Regulations, Part 1923.2(a)(1) employers must post this notice (or facsimile) in a conspicuous place where notices to employees are customarily posted.

More Information

Additional information and copies of the Act, specific OSHA safety and health standards, and other applicable regulations may be obtained from your employer or from the nearest OSHA Regional Office in the following locations:

Atlanta	(404) 347-3573
Boston	(617) 565-7164
Chicago	(312) 359-2220
Dallas	(214) 767-4731
Denver	(303) 644-3061
Kansas	(816) 425-8861
New York	(212) 337-4325
Philadelphia	(215) 596-1201
San Francisco	(415) 895-5672
Seattle	(206) 442-5930


Elizabeth Dole, Secretary of Labor

U.S. Department of Labor
Occupational Safety and Health Administration

Washington, D.C.
1989 (Revised)
OSHA 2203



BIDDERS NOTICE

STATEMENT TO BE INCLUDED IN SPECIFICATIONS FOR COMMUNITY DEVELOPMENT (CDBG) FUNDED PROJECTS RE DAVIS BACON ACT, UEI AND SAM NUMBERS

The contract governing this work is funded by monies received by Essex County under Title I of the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181). Under the said Act, the Davis- Bacon Act is applicable to the contracted work. Accordingly, the contractor must abide by the provisions of the Federal Labor Standards, which are included as a part of the conditions of the contract.

All bidders must submit their Federal UEI number (Unique Entity ID) and their SAM CAGE Code number (System for Awards Management – Commercial and Government Entity).

Prospective bidders without a UEI and SAM number will not be able to be considered responsible bidders, thus eliminating them from any awards.

The applicable UEI and SAM numbers should be provided below and on the form for **Contractor Clearance Requirements**. It is noted that sub contractors will not need to be registered with SAM.

SAM UEI #: _____ SAM CAGE CODE # _____

e-snaps Resource Document –UEI Number and SAM

This document provides instructions on how to obtain a Unique Entity ID (UEI) Number and register with the System for Award Management (SAM). All Collaborative Applicants and Project Applicants must have a Unique Entity ID (UEI) Number, and all Project Applicants (including Collaborative Applicants applying for CoC planning funds) must register with the System for Award Management (SAM).

UEI Number

An Unique Entity ID (UEI) Number assigned by SAM is required when submitting any application for Federal funds. If your organization does not already have a UEI Number, please visit the System for Award Management website, www.SAM.gov to register or update your organization. You will need to create a user account before registering or updating your organization. The SAM will ask you for the North American Industry Classification System or NAICS (pronounced "naykes") code that best describes your industry. The website has detailed instructions and user guides to assist in registering your organization. There is no fee for registering with SAM.

The UEI is comprised of a combination of 16 letters and numbers. You must be assigned a UEI before being approved as an Active Registrant.

SAM Registration

All Project Applicants must have an Active Registration with the System for Award Management (SAM). HUD will not issue a grant agreement for awarded funds to a project applicant until an active SAM registration is verified. **Having an assigned UEI number does not guarantee that an organization has an active registration.**

Please visit the System for Award Management website, www.SAM.gov to register or update your organization. You will need to create a user account before registering or updating your organization. The SAM will ask you for the North American Industry Classification System or NAICS (pronounced "naykes") code that best describes your industry.

The website has detailed instructions and user guides to assist in registering your organization.

There is no fee for registering with SAM.

**ESSEX COUNTY
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT**

CONTRACTOR CLEARANCE REQUIREMENTS

To be completed by all Bidders on Community Development Block Grant Projects

Name of Company: _____

Address: _____

IRS TAX ID: _____

SAM UEI #: _____ SAM CAGE CODE # _____

PRINCIPALS

	<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>SOC SEC #</u>
1.				
2.				
3.				

Are any of the company principals on the Federal or State List of Debarred or Suspended Contractors?

YES _____ NO _____

If Yes, please attach a detailed explanation for debarment or suspension

Form completed by:

Print Name and Title

Signature

The above information is true to the best of my knowledge and belief. I understand any falsification of facts will result in a determination that the Company is ineligible to work on this project.

DATE: _____ PROJECT: _____

AFFIRMATIVE ACTION PLAN

The employment policies and practices of _____ (hereinafter referred to as the Agency) are to recruit and to hire employees without discrimination because of race, religion, color, sex, age and national origin, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

This Agency submits this Plan to assure compliance with Title VI of the Civil Rights Act of 1964, or Title VII, as amended in March 1972, whichever is applicable to the Agency, grant conditions and other provisions in OEO grants requiring non-discrimination in employment in all programs funded by OEO and Executive Order #11246 (where applicable), and/or other subsequent orders that may pertain to this program; and, to reaffirm its continued commitment to a program of equal opportunity and merit employment policies.

This Agency agrees to assert leadership within the community and to put forth the maximum effort to achieve full employment plus the utilization and development of the capabilities and productivity of all our citizens without regard to race, religion, color, sex, age and national origin.

This Agency further recognizes that the effective application of a policy of merit employment involves more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal opportunities are available on the basis of individual merit and to encourage all persons to seek opportunities with the Agency and to strive for advancement of this basis.

Signature of Agency Officer

P.L. 1975, C. 127 – Affirmative Action

CHECK THE BOX

- () Fifty (50) or more employees in the entire firm or corporation
() Less than fifty (50) employees in the entire firm or corporation

For Firms of Fifty (50) or More Employees: An Employee Information Report (Form AA302) must be completed and returned to the (City, Town, Borough, Township) within seven (7) days after receipt of notification of intent to award contract or receipt of contract, whichever is sooner. An Affirmative Action Plan approved by the Federal Government or the New Jersey Affirmative Action Office is an acceptable alternate. In the space provided below, indicate whether your firm has met any of the requirements listed above. Indicate the number of New Jersey Affirmative Action Certificate of Approvals in the space provided.

For Firms of Less than Fifty (50) Employees: Vendors of less than fifty (50) employees are required to complete and return with bid an Affidavit of Affirmative Action, (see enclosed Exhibit). If during the term of contract the firm's workforce increases to fifty (50) or more employees, the public agency shall be notified. At this time, an Employee information Report (AA302) must be completed and returned to the (City, Town, Borough, Township).

INDICATE IN THE APPLICABLE BOXES BELOW WHETHER YOU HAVE MET ANY CRITERIA FOR COMPLIANCE WITH THE NEW JERSEY AFFIRMATIVE ACTION REGULATIONS.

FIRMS OF FIFTY (50) OR MORE EMPLOYEES

_____ A Federal Certificate of Approval has been received
(Proof of this will be required at the time of award)

_____ A New Jersey Affirmative Action Certificate of Approval has been received. The
number is _____ (Proof of this will be required at the time of award)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

BID IDENTIFICATION: _____

NOTE: IF YOU ARE THE SUCCESSFUL BIDDER, YOUR FIRM IS REQUIRED TO PROVIDE THE ABOVE

AFFIRMATIVE ACTION AFFIDAVIT
(To be completed by firms with less than 50 employees)

STATE OF NEW JERSEY)
) SS.
COUNTY OF ESSEX)

I, _____ of the (City, Town, Borough, Township) of _____
in the County of _____, State of _____, of full age, being duly sworn
according to law on my oath, depose and say that:

1. I am (President, Partner, Owner) of the Firm of _____, a
bidder making a proposal upon the above named project
2. _____ does not have 50 or more employees, inclusive of all
officers and employees of every type
3. I am familiar with the Affirmative Action requirements of P.L. 1975, C. 127 and the rules
and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ has complied with all Affirmative Action requirements of the
State of New Jersey, including those required by P.L. 1975, C. 127, and the rules and
regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975, C. 127, and the
rules and regulations pursuant thereto, that no monies will be paid by the State of New
Jersey, County of Essex, (City, Town, Borough, Township) of _____, until an
Affirmative Action Plan is approved. I am also aware that the contract may be terminated
and the _____ may be debarred form all public contracts for a period of up
to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State
Affirmative Action Office and complete the Employee Information Report

Signature of Authorized Representative

Subscribed and Sworn to me
before me the _____ day of
_____, 2019

(SEAL) Notary Public of New Jersey

Print Name and Title

COMMUNITY DEVELOPMENT FUNDED PROJECT
Essex County is an Equal Opportunity Employer



HIGHLIGHTS OF HUD'S PROPOSED RULE

AMENDING SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968



What is Section 3?

Section 3 of the Housing and Urban Development Act of 1968 (Section 3) ensures that HUD-funded jobs training, and contracts are provided to local low-income residents, particularly those that reside in public housing, and businesses that substantially employ them.

Why is HUD Publishing a Proposed Rule to Amend the Current Section 3 Regulation?

The current Section 3 regulation at 24 CFR § 135 is vague in areas that have proved to be confusing and lead to differing interpretations. The Section 3 proposed rule seeks to: 1) clarify obligations for PHAs and other grantees; 2) incorporate HUD programs that have been created since the publication of the current regulation; and 3) codifies "best practices" that have proved successful for providing employment and contracting opportunities.

What is the Status of the Section 3 Proposed Rule?

On [insert date] the Section 3 Proposed Rule was published in the Federal Register for a 60 day public comment period. To review the Section 3 Proposed Rule or provide public comments, please visit:

www.federalregister.org/portal/economic-opportunities.html

All comments must be received by:
May 26, 2015

What Are the Major Highlights of the Section 3 Proposed Rule?

The Section 3 Proposed Rule:

1. Establishes clearer guidelines for achieving compliance "to the greatest extent feasible".
2. Requires "new hires" to work a minimum percentage of hours.
3. Revises the definition of a "Section 3 Business".
4. Sets a new funding threshold for non-PHA grantees.
5. Removes the 3% minimum numerical goal for non-construction contracts.
6. Requires PHAs and other grantees to monitor contractor payroll data.
7. Mandates reference to Section 3 requirements in Project Labor Agreements.
8. Incentivizes job retention and the provision of apprenticeship opportunities for Section 3 residents.
9. Allows grantees to accept self-certifications or presume eligibility.
10. Imposes penalties for failure to submit Section 3 annual reports.
11. Imposes program sanctions on PHAs and grantees that fail to comply.
12. Stipulates that relief may possibly be provided to aggrieved entities.

How Do I Find Out More Information About Section 3?

Please visit: www.hud.gov/section3

potentially misrepresented themselves. In such situations, HUD will request documentation to verify the businesses' eligibility. Businesses that are found to have misrepresented themselves will be removed from the Section 3 Business Registry and penalized (see HUD's Section 3 Business Registry webpage for more information).

To search for Section 3 businesses in your community, register your business, or learn more about HUD's Section 3 Business Registry, please visit: www.hud.gov/Sec3biz

SECTION 3 AND HUD-FUNDED CONTRACTS

Section 3 requirements provide preference but not a guarantee to Section 3 residents and Section 3 businesses when new jobs, training, or contracting opportunities are created as a result of HUD funds. Section 3 residents and businesses are not entitled to jobs or contracts simply because they meet the eligibility criteria. Section 3 residents and businesses may need to demonstrate that they have the ability to perform successfully under the terms and conditions of proposed contracts and meet the qualifications for jobs or contracts they are seeking.

Section 3 residents or businesses that believe that they have been denied employment, training, or contracting opportunities associated with HUD-funded projects are encouraged to file a complaint with HUD at the appropriate Regional Office of Fair Housing and Equal Opportunity (FHEO). A copy of the Section 3 Complaint Form (HUD-958) and a list of FHEO Regional Offices can be found online at: www.hud.gov/Section3

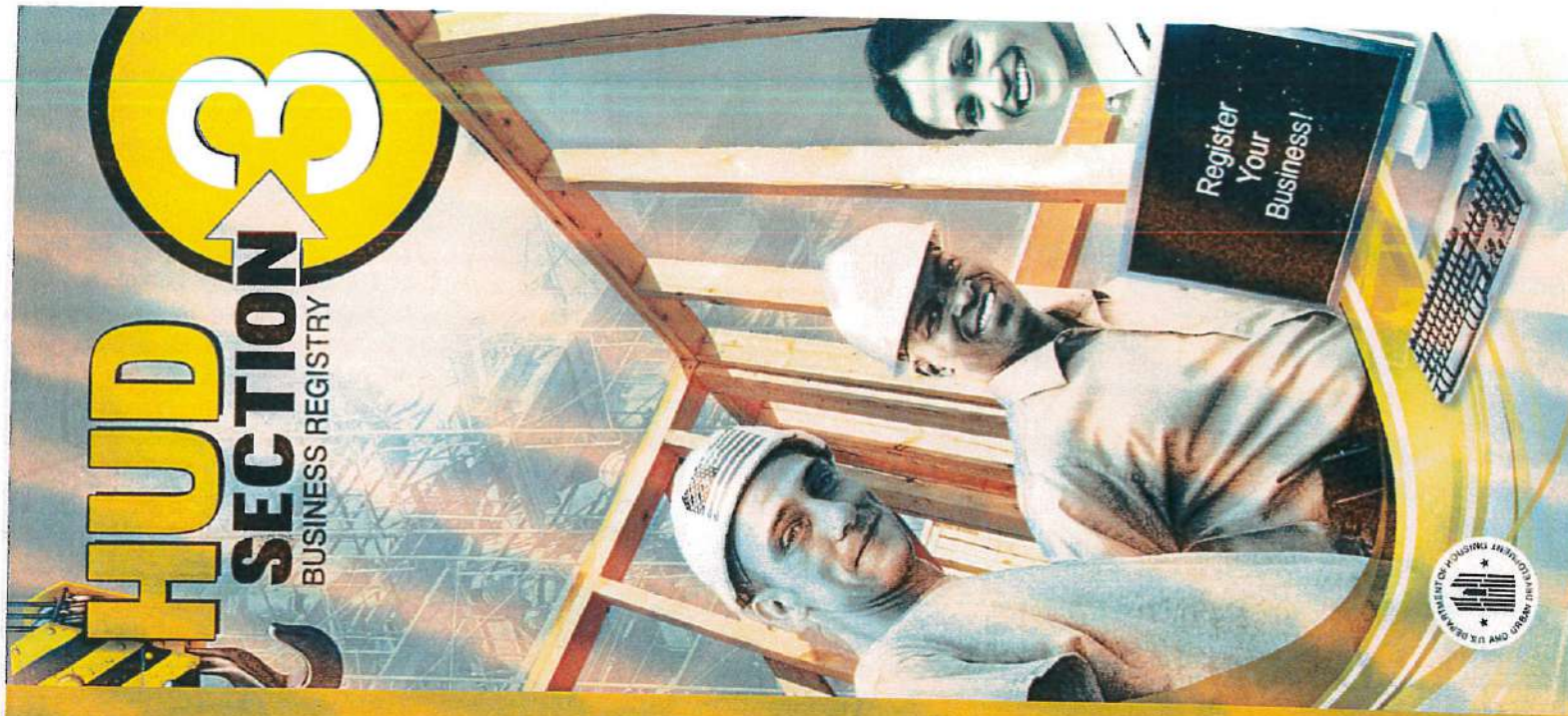


U.S. Department of Housing and Urban Development



HUD Form 972-English

www.hud.gov/Section3



WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood improvement, and individual self-sufficiency.

HUD investments in local communities represent one of the largest sources of federal funding, and the expenditure of these funds typically results in new contracts and jobs. The Section 3 requirements stipulate that local low-income persons, and businesses that substantially employ those persons, receive priority consideration for a percentage of new training, employment, and contracting opportunities that are created from certain HUD funds.

Please visit www.hud.gov/section3 for more information on the requirements of Section 3.

WHAT IS A SECTION 3 BUSINESS?

If your business meets one of the following criteria, you may be eligible to receive priority consideration when bidding on certain HUD-funded contracts or subcontracts:

- 1) 51 percent or more owned by Section 3 residents; or
- 2) At least 30 percent of full-time, permanent staff are Section 3 residents (or were Section 3 residents within the last 3 years); or

- 3) Evidence of a commitment to subcontract 25 percent or more of the total dollar amount of all subcontracts to businesses that meet one of the criteria listed above.

WHO ARE SECTION 3 RESIDENTS?

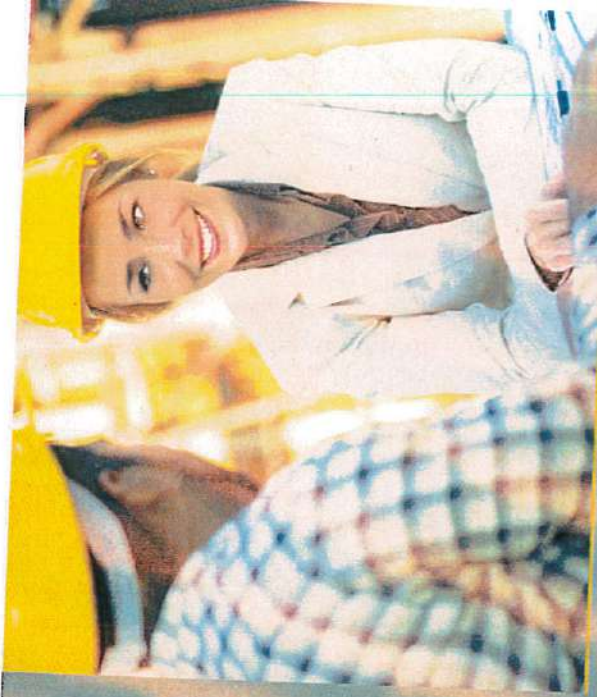
If you meet one of the following criteria, you may be eligible to receive priority consideration when applying for certain HUD-funded jobs and training opportunities:

- 1) Public housing residents; or
- 2) Low and very low-income persons who live in the metropolitan area or Non-metropolitan County where covered HUD funding is spent.

To determine income eligibility in your community visit: <http://www.huduser.org/portal/datasets/il.html>

WHAT IS THE SECTION 3 BUSINESS REGISTRY?

The Section 3 Business Registry is a listing of businesses that have self-certified that they meet one of the eligibility criteria of a Section 3 business, and have submitted publicly available information about their firm (i.e. business name, address, type of services provided, etc.) to be included HUD's online database.



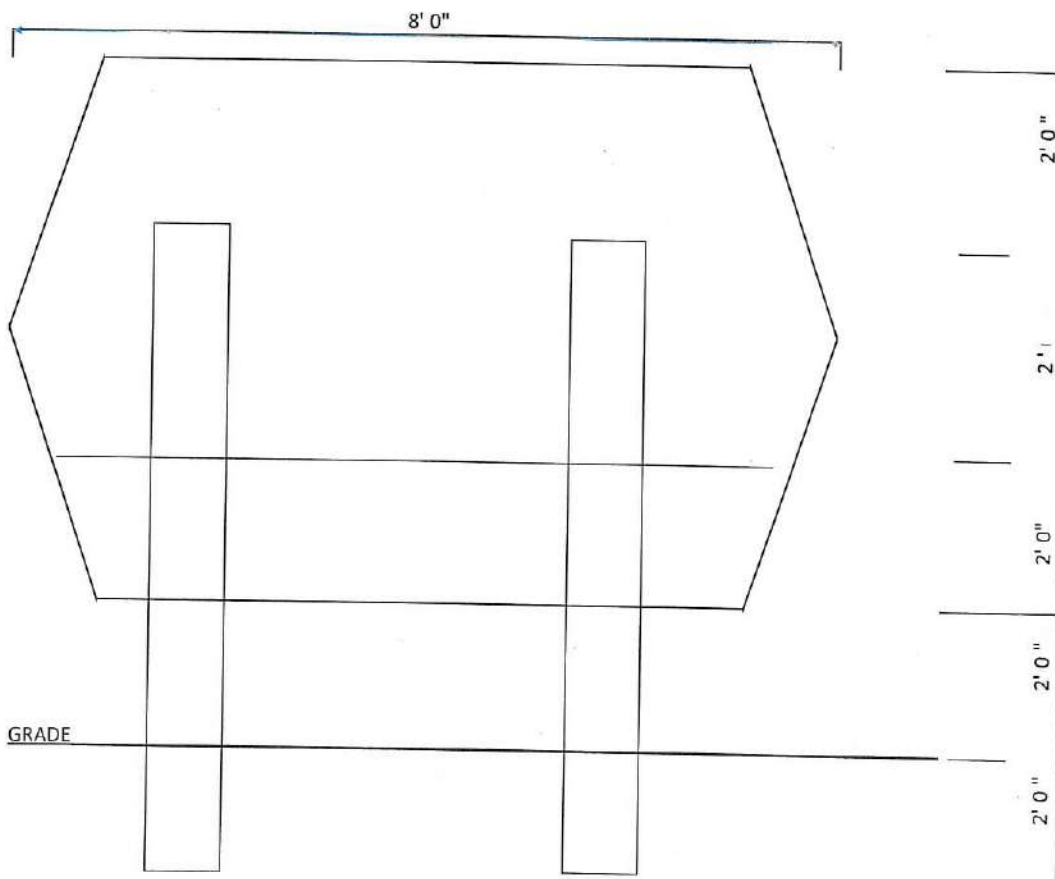
The Section 3 Business Registry will be used by Public Housing Authorities (PHAs); State, County, and local government agencies; property owners; developers; contractors; and others as a resource for finding local Section 3 businesses to be notified about HUD-funded contracting opportunities. Section 3 residents are also encouraged to use the registry to locate Section 3 businesses that may have new HUD-funded jobs as a result of recently awarded HUD-funded contracts.

HUD will maintain the Section 3 Business Registry to assist agencies that receive HUD funds with meeting their Section 3 obligations. However, HUD does not verify information submitted by businesses and does not endorse the services they provide. Therefore, grantees and other users should perform due diligence to confirm eligibility before awarding contracts to firms in the Section 3 Business Registry.

Contact HUD at sec3biz@hud.gov if you believe firms in HUD's Section 3 Business Registry have

continued

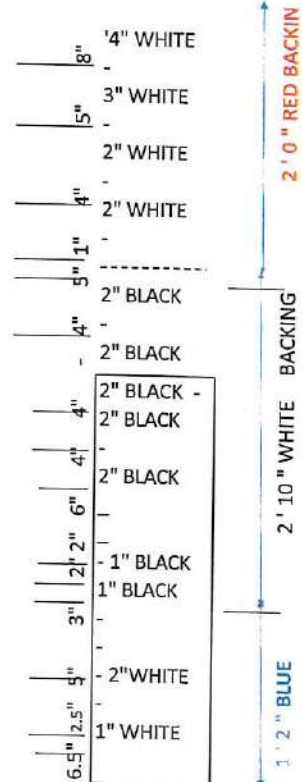
8' 0"		Spacing to bottom of letters	Letter Height and color
9"	6' 6"	9"	
TOWNSHIP OF _____		8"	4" WHITE
NAME OF PROJECT _____		5"	3" WHITE
FUNDED BY \$ _____ FEDERAL GRANT		4"	2" WHITE
\$ _____ LOCAL SHARE		1"	2" WHITE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		5"	2" BLACK
ESSEX COUNTY		4"	2" BLACK
DIVISION OF HOUSING & COMMUNITY DEVELOPMENT		4"	2" BLACK - 2" BLACK
BLOCK GRANT PROGRAM		4"	2" BLACK
GRANT NO. B ____ - UC-34-0101		6"	1" BLACK
JOSEPH N. DIVINCENZO, JR.		2"	1" BLACK
COUNTY EXECUTIVE		3"	2" WHITE
JOHN M. SOARES		5"	1" WHITE
DIVISION DIRECTOR		2.5"	
ARCHITECT/ENGINEER ADDRESS		6.5"	
CONTRACTOR ADDRESS			
insert local officials if desired			
			2' 0" RED BACKIN
			2' 10" WHITE BACKIN
			1' 2" BLUE



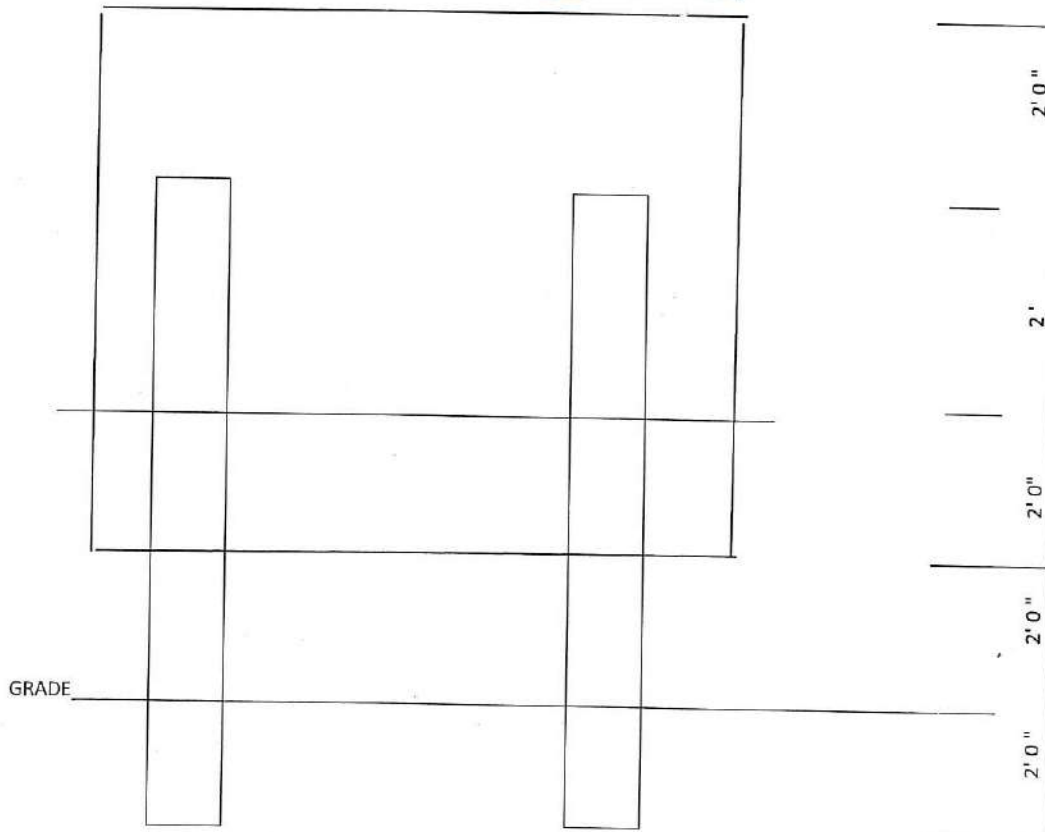
6' 6"

AGENCY NAME or TOWNSHIP OF _____ _____ NAME OF PROJECT FUNDED BY \$ _____ FEDERAL GRANT \$ _____ LOCAL SHARE	
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ESSEX COUNTY DIVISION OF HOUSING & COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GRANT NO. B ____ - UC-34 -0101 JOSEPH N. DIVINCENZO, JR. COUNTY EXECUTIVE JOHN M. SOARES DIVISION DIRECTOR	
ARCHITECT/ENGINEER ADDRESS Insert local officials if desired	CONTRACTOR ADDRESS

Spacing to Letter
bottom of Height and
letters color



6' 6"



BUILD AMERICA BUY AMERICA (BABA) REGULATIONS

If total project costs (not just the CDBG award amount) **exceed \$250,000**, the Grantee, the General Contractor and Sub Contractors must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. **The BABA requirement is waived for projects with a total cost that is \$250,000 or less and/or for a *de minimis* portion whereby covered materials used in a project comprise no more than 5 percent of the total cost, up to \$1 million.**

BABA requires that products purchased in connection with infrastructure projects funded by Federal financial assistance programs must be produced in the United States. This requirement is known as the **"Buy America Preference (BAP)."** The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all **iron and steel** used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all **manufactured products** (material or supply used in an infrastructure project that is not iron or steel or a construction material; when two or more materials are combined, they should be treated as a manufactured product) used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all **construction materials** are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Construction materials include plastic materials such as PVC pipe, glass, lumber, and drywall. The definition of construction materials does not include cement and aggregates (stone, sand, gravel).

APPENDIX B

DAVIS-BACON-FEDERAL WAGE RATES

"General Decision Number: NJ20260002 01/30/2026

Superseded General Decision Number: NJ20250002

State: New Jersey

Construction Type: Highway

Counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren Counties in New Jersey.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

BRNJ0002-005 05/01/2025

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, following Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south on Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 49.60	37.96

Work 100 degrees F. and over:
to be paid at the rate of double time.

Work on high stacks:
22% per hour additional.

BRNJ0002-006 11/01/2019

HUNTERDON COUNTY (south and east of a line drawn from Clover

Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south along Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

	Rates	Fringes
--	-------	---------

Bricklayer.....	\$ 43.56	32.50
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Work 100 degrees F. and over:
to be paid at the rate of double time.

Work on high stacks:
22% per hour additional.

BRNJ0002-008 05/01/2025

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south on

Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
CEMENT MASON.....	\$ 49.60	37.96

Cement mason:

Epoxy, acid and latex work: \$.50 per hour additional.

BRNJ0002-009 11/01/2019

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebrings Mills Rd. (also known as King George Rd.); then, continuing south along Sebrings Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

	Rates	Fringes
CEMENT MASON.....	\$ 43.56	32.50

Cement mason:

Epoxy, acid and latex work: \$.50 per hour additional.

CARP0006-008 05/01/2025

	Rates	Fringes
CARPENTER.....	\$ 57.42	59.25%+\$0.15

CARP1556-001 05/01/2024

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 52.98	52.44

Work on land pile driving, while handling and working with creosote and creosote-impregnated products: \$.25 per hour additional.

Work on hazardous/toxic/contaminated waste removal, on a hazardous/toxic/contaminated waste site, where the worker comes into contact with hazardous/toxic/contaminated waste material, and when A, B or C personal protective equipment is required and used for respiratory, skin or eye protection: 20% per hour additional.

ELEC0102-001 06/02/2025

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

Rates Fringes

Line construction:

High-tension pipe-type cable installation:		
Cable splicer.....	\$ 61.82	55.75%
Ground person.....	\$ 33.72	55.75%
Groundman.....	\$ 33.72	55.75%
Line technician; equipment operator; x-ray technician; equipment repair person; equipment service person; hole-digging equipment operator; truck with winch or pole and steel hand; truck without winch..	\$ 56.20	55.75%
Line technician-welder.....	\$ 59.01	55.75%
All other work:		
Cable splicer.....	\$ 71.97	64.5%
Groundman.....	\$ 38.21	62.75%
Line technician; equipment operator.....	\$ 65.43	64.5%
Line technician-welder.....	\$ 66.86	62.75%

Work with, or the removal of, asbestos materials: 112% times the journeyman rate.

ELEC0102-002 06/02/2025

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
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Electricians:

All other work:

Cable Splicer.....	\$ 71.97	64.5%
Electrician.....	\$ 65.43	65.5%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, on the removal of, asbestos materials: 112% times the journeyman rate.

ELEC0164-002 06/03/2024

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
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Electricians:

Electrician.....	\$ 62.90	62.50%
All other work:		
Cable splicer.....	\$ 73.59	62.50%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

ELEC0164-010 06/03/2024

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Line construction:		
Cable splicer.....	\$ 73.59	62.5%
Groundman (includes empty conduit installations on roadways).....	\$ 30.75	54%
Layout Man.....	\$ 50.03	54%
Lineman; lineman-welder; x- ray technician; equipment repairman; equipment serviceman.....	\$ 45.90	54%

Work on live wires of 440 or 480 volts: 10% per hour
additional.

Work on radio towers, transmission towers and smokestacks:
21% per hour additional.

* ELEC0269-010 01/05/2026

HUNTERDON COUNTY (Township of Delaware (east of a line
following County Route 523 from the Delaware River north to the
Raritan Township line); Township of East Amwell (west of State
Hwy. 31); Borough of Flemington; City of Lambertville; Township
of Raritan (west of State Hwy. 31 and south of County Route
523); Borough of Stockton; Township of West Amwell); SOMERSET
COUNTY (Township of Montgomery (west and south of a line
following U.S. Hwy. 206 (formerly State Hwy. 31) north from the
Mercer County line to Harlingen Rd.; then, west along Harlingen
Rd. and the Dutchtown-Zion road to the Hillsborough township
line):

	Rates	Fringes
Electrician.....	\$ 63.82	65.80%

ELEC0269-013 10/01/2017

HUNTERDON COUNTY (Township of Delaware (east of a line
following County Route 523 from the Delaware River north to the
Raritan Township line); Township of East Amwell (west of State
Hwy. 31); Borough of Flemington; City of Lambertville; Township
of Raritan (west of State Hwy. 31 and south of County Route
523); Borough of Stockton; Township of West Amwell); SOMERSET
COUNTY (Township of Montgomery (west and south of a line
following U.S. Hwy. 206 (formerly State Hwy. 31) north from the
Mercer County line to Harlingen Rd.; then, west along Harlingen
Rd. and the Dutchtown-Zion road to the Hillsborough township
line):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Ground person; truck with winch operator.....	\$ 39.83	60.93%
Line technician; cable		

splicer; heavy equipment operator.....	\$ 49.79	60.93%
All other work:		
Ground person; truck with winch operator.....	\$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 49.79	60.93%

ELEC0456-001 06/02/2025

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Electricians:		
Cable splicer.....	\$ 65.35	71.25%
Electrician.....	\$ 61.40	63.75%

Work on line voltage of 440 volts and over: 10% per hour additional.

Work from trusses, scaffolds and ladders 40 ft. or more from the ground or floor; or under air pressure; or over conveyors or moving equipment or machinery: 10% per hour additional.

ELEC0456-002 05/28/2018

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Cable splicer.....	\$ 59.47	67.75%
Crane Operator.....	\$ 59.47	67.75%
Groundman (when installing conduit on public roadways).....	\$ 31.03	67.75%
Groundman; winch operator..	\$ 50.92	67.75%
Line technician; x-ray technician; equipment repair person; equipment serviceperson; electrical installation worker; hole-digging equipment operator; truck operator with winch or pole; truck		

operator without winch.....\$ 51.71	67.75%
All other work:	
Cable splicer.....\$ 59.46	67.75%
Crane Operator.....\$ 58.44	67.75%
Line technician.....\$ 51.71	67.75%
winch operator.....\$ 50.92	67.75%

ENGI0825-004 07/01/2025

	Rates	Fringes
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Power equipment operators:

Steel erection:

GROUP 1.....\$ 70.24	37.50
GROUP 2.....\$ 68.58	37.50
GROUP 3.....\$ 61.29	37.50
GROUP 4.....\$ 58.63	37.50
GROUP 5.....\$ 57.10	37.50
GROUP 6.....\$ 53.34	37.50
GROUP 7.....\$ 65.74	37.50

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Cranes (all cranes, land or floating with boom including jib, 140 ft. and over, above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, 140 ft. and over, above ground)

GROUP 2:

Cranes (all cranes, land or floating with boom including jib, less than 140 ft. above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, less than 140 ft. above ground)

GROUP 3:

Helicopter pilot

GROUP 4:

"A" frame; cherry picker (10 ton and under); hoist (all types of hoist, including steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type of hoisting machine, portable or stationary, except Chicago boom type); jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); side boom;

straddle carrier

GROUP 5:

Aerial platform used as a hoist; compressor, two or three in battery; directional boring machine; elevator or house car; concrete cleaning/decontamination machine operator, decontamination and remediation work only; conveyor and tugger hoist; firefighter; forklift; generator, two or three in battery; heavy equipment robotic operator/technician, decontamination and remediation work only; maintenance, utility person; master environmental maintenance technician, decontamination and remediation work only; rod bending machine (power); ultra high-pressure waterjet cutting tool system operator/maintenance technician, decontamination and remediation work only; vacuum blasting machine operator/maintenance technician, decontamination and remediation work only; welding machine (gas or electric, two or three in battery, including diesel); captain, power boat; tug master, power boat; oiler, with either one compressor or one welding machine

GROUP 6:

Compressor, single; off-road back dump; welding machine (single, gas, diesel and electric converters of any type); welding system, multiple (rectifier, transformer type); generator, single

GROUP 7:

Oiler; deckhand

 ENGI0825-009 07/01/2025

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 61.72	37.50
GROUP 2.....	\$ 60.13	37.50
GROUP 3.....	\$ 58.22	37.50
GROUP 4.....	\$ 56.59	37.50
GROUP 5.....	\$ 52.88	37.50
GROUP 6.....	\$ 63.54	37.50

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Autograde - combination subgrader; base metal spreader and base trimmer (CMI and similar types); autograde placer - trimmer spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plant (all types); concrete paving machine; crane (all types, including overhead and straddle traveling type); crane, gantry; derrick (land, floating or Chicago boom type); drillmaster, quarrymaster (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); dragline; elevating grader; front end loader (5 cu. yd. and over); gradall; grader, raygo; locomotive (large); mucking machine; pavement and concrete breaker (superhammer and hoe ram); pile driver (length of boom, including length of leads, shall determine premium rate applicable); roadway surface grinder; scooper (loader and shovel); shovel; tree chopper with boom; trench machine (cable plow)

GROUP 2:

"A" frame/backhoe combination; boom attachment on loader (rate based on size of bucket, not applicable to pipehook); boring and drilling machine; brush chopper, shredder and tree shredder; carryall; concrete pump; concrete pumping system, pumpcrete and similar type; conveyor, 125 ft. and over; drill doctor, including dust collecting and maintenance work); front end loader (2 cu. yd. but less than 5 cu. yd.); grader (finish); groove cutting machine (ride-on type); heater planer; hoist (all types of hoist, shall also include steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, snorkel roof, and/or any other similar type hoisting machine, portable or stationary, except Chicago boom type) (if hoist is "outside material tower hoist", long boom rate is to be applied); hydraulic crane, 10 tons and under; hydro-axe; hydro-blaster; jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); log skidder; pan; pavers (all) (concrete); plate and frame filter press; pumpcrete machine; squeezecrete; concrete pump (regardless of size); scraper; side boom; straddle carrier, Ross and similar type; whip hammer; winch truck (hoisting)

GROUP 3:

Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograde tube finishing and texturing machine (CMI and similar types); autograde curecrete machine (CMI and similar types); autograde curb trimmer and sidewalk, shoulder, slipform (CMI and similar types); bar bending machine (power); batcher; batching plant and crusher on site; belt conveyor system; boom-type skimmer machine; bridge deck finisher; bulldozers (all); car dumper (railroad); compressor and blower-type unit (used independently or mounted on dual-purpose truck, on jobsite or in conjunction with jobsite, in loading and unloading of concrete, cement, fly ash, instantcrete, or similar type materials); compressor (2 or 3) (in battery) (within 100 ft.); concrete cleaning/decontamination machine operator, when used for decontamination and remediation; concrete finishing machine; concrete saw and cutter (ride-on type); concrete spreader, hetzel, rexomatic and similar type; concrete vibrator; conveyor, under 125 ft.; crushing machine; directional boring machine; ditching machine, small (Ditchwitch, Vermeer or similar type); dope pot (mechanical with or without pump); dumpster; elevator; firefighter; forklift (Economobile, Lull and similar type of equipment); front end loader (1 cu. yd. and over but

less than 2 cu. yd.); generator (2 or 3) (in battery) (within 100 ft.); giraffe grinder; grader and motor patrol; gunite machine (does not include nozzle); hammer, vibratory (in conjunction with generator); heavy equipment robotic operator/technician, when used for decontamination and remediation; hoist (roof, tugger, aerial platform hoist and house cars); hopper; hopper door (power-operated); ladder (motorized); ladder/vibrator; locomotive, dinky type; maintenance, utility person; master environmental maintenance technician, when used for decontamination and remediation; mechanic; mixer (except paving mixer); pavement breaker, small, self-propelled ride-on type (also maintains compressor on hydraulic unit); pavement breaker, truck-mounted; pipe bending machine (power); pitch pump; plaster pump, regardless of size; posthole digger (post pounder and auger); rod bending machine (power); roller, blacktop; scale, power; seaman pulverizing mixer; shoulder widener; silo; skimmer machine (boom type); steel cutting machine, servicing and maintaining; tractor; captain, power boat; tug master, power boat; ultra high-pressure waterjet cutting tool system operator/maintenance technician, when used for decontamination and remediation; vacuum blasting machine operator/maintenance technician, when used for decontamination and remediation; vibrating plant (used in conjunction with unloading); welder and repair mechanic

GROUP 4:

Broom and sweeper; chipper; compressor (single); concrete spreader (small type); conveyor loader (does not include elevating grader); engine, large diesel (1620 H.P.) and staging pump; farm tractor; fertilizing equipment (operation and maintenance of); fine grade machine (small type); form line grader (small type); front end loader (under 1 cu. yd.); generator (single); grease, gas, fuel and oil supply truck; heater (Nelson or other type including propane, natural gas or flow-type unit); lights (portable generating light plant); mixer, concrete, small; mulching equipment (operation and maintenance of); off-road back dump; pump (4-in. suction and over, including submersible pump); pump (diesel engine and hydraulic) (immaterial of power); road finishing machine (small type); roller, grade, fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump truck; steam jenny and boiler; stone spreader; tamping machine, vibrating ride-on; temporary heating plant (Nelson or other type, including propane, natural gas or flow-type unit); welding machine (gas, diesel, and/or electric converter of any type) (single, or two or three in a battery) (within 100 ft.); welding system, multiple (rectifier, transformer type); wellpoint system

GROUP 5:

Oiler; tire repair and maintenance

GROUP 6:

Helicopter pilot; helicopter engineer

IRON0011-002 07/01/2025

BERGEN, ESSEX, HUDSON AND HUNTERDON COUNTIES; MIDDLESEX COUNTY (north half); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north half); SUSSEX AND UNION COUNTIES:

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 49.94	50.32
Structural.....	\$ 52.24	50.32

IRON0011-004 07/01/2012		

WARREN COUNTY

	Rates	Fringes
Ironworkers:.....	\$ 34.05	24.00

IRON0399-014 07/01/2024		

MIDDLESEX COUNTY (south half); SOMERSET COUNTY (south half):

	Rates	Fringes
Ironworker.....	\$ 54.24	38.40
Hazardous waste removal work, on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.		

LAB00172-005 03/01/2025		

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 50.95	38.53
GROUP 2.....	\$ 51.65	38.53
GROUP 3.....	\$ 51.90	38.53
GROUP 4.....	\$ 55.45	38.53

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:

Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Bergen, Essex, Hudson and Hunterdon Counties;

Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); slurry seal laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:

Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties)

GROUP 4:

Blaster

LAB00172-006 03/01/2025

MIDDLESEX COUNTY (south of the Raritan River):

	Rates	Fringes
Laborers:		
ASPHALT WORK:		
GROUP 1.....	\$ 50.95	38.53
GROUP 2.....	\$ 51.65	38.53
GROUP 3.....	\$ 51.90	38.53
GROUP 4.....	\$ 55.45	38.53

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days, consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:

Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person;

salamander tender; pit person; dump person; asphalt laborer (only in Monmouth County); slurry seal laborer (only in Monmouth County); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:

Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Monmouth County); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Monmouth County)

GROUP 4:

Blaster

PAIN0711-009 02/01/2024

	Rates	Fringes
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Painters:

Work on bridges (all bridges that span major waterways, railroad bridges, bridges over canyons, overpasses).....	\$ 59.29	33.56
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PAIN0711-014 05/01/2025

	Rates	Fringes
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Painters:

All other work:		
Brush and roller.....	\$ 45.55	29.86
Spray.....	\$ 45.55	29.86

PLAS0029-001 05/01/2025

BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
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CEMENT MASON.....	\$ 54.64	30.95
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Cement masons:

Work on suspended staging, not supported from the ground:
\$.50 per hour additional.

PLAS0592-030 05/01/2025

HUNTERDON, MIDDLESEX, SOMERSET AND UNION COUNTIES:

	Rates	Fringes
Cement mason.....	\$ 53.21	33.42

TEAM0408-001 05/01/2025		

ESSEX, MORRIS, SUSSEX AND UNION COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 46.61	31.82+a
Group 2.....	\$ 46.51	31.82+a
Group 3.....	\$ 46.41	31.82+a
Group 4.....	\$ 45.77	31.82+a

a. Employer contributes \$1472.15 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Winch trailer driver

GROUP 2:

Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicles: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer and similar types of vehicle

GROUP 3:

Driver on straight three-axle materials: truck and float

GROUP 4:

Truck driver; driver of the following types of vehicles:
 dump, flat, float, pick-up, container hauler, fuel, water
 sprinkler, road oil, stringer bead, hot pass, bus,
 dumpcrete, transit mixer, agitator mixer, half track, winch
 truck, side-o-matic, dynamite, powder, x-ray, welding,
 skid, jeep, station wagon, A-frame, dual purpose truck,
 truck with mechanical tailgate, asphalt distributor, batch
 truck, seeding, mulching, fertilizing, air compressor truck
 (in transit); parts chaser; escort; scissor; hi-lift;
 telescope; concrete breaker; gin pole; stone, sand, asphalt
 distributor and spreader; nipper; fuel truck (driver of
 fuel truck including handling of hose and nozzle - entire
 unit); team driver; vacuum or vac-all truck (entire unit);
 skid truck (debris container - entire unit); concrete
 mobile truck (entire unit); beltcrete truck; pumpcrete
 truck; line truck; reel truck; wrecker or tow truck;
 utility truck; tack truck; lift truck; cardex person;
 drivers on the following types of vehicle: Broyhill coal
 tar epoxy truck, Littleford bituminous distributor, slurry
 seal truck or vehicle, thiokol track master pick-up (swamp
 cat pick-up), bucket loader, dump truck and any
 rubber-tired tractor used in pulling and towing farm wagons
 and trailers of any description; on-site repair shop

 TEAM0469-001 05/01/2025

HUNTERDON, MIDDLESEX AND SOMERSET COUNTIES; UNION COUNTY (south
 of Wood Ave.); WARREN COUNTY:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 48.88	42.655
Group 2.....	\$ 48.78	42.655
Group 3.....	\$ 48.68	42.655
Group 4.....	\$ 48.63	42.655

Hazardous waste removal work, where the worker is in direct
 contact with hazardous material, and when personal
 protective equipment is required for respiratory, skin and
 eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in
 a hazardous waste site, in a zone requiring Level A
 personal protection for any of the workers: \$3.00 per hour
 additional.

Hazardous waste removal work, where the worker is not working
 in a zone requiring Level A, B or C personal protection:
 \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence
 Day, Labor Day, Presidential Election Day, Veteran's Day,
 Thanksgiving Day and Christmas Day; provided that the
 worker has been assigned to work, or, "shapes", one day of
 the calendar week during which the holiday falls.

DEFINITION OF GROUPS:

GROUP 1:

Winch trailer driver

GROUP 2:

Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicles: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer and similar types of vehicle

GROUP 3:

Driver on straight three-axle materials: truck and float

GROUP 4:

Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck; utility truck; tack truck; lift truck; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up), bucket loader, dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

TEAM0560-001 05/01/2025

BERGEN, HUDSON AND PASSAIC COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 47.36	44.17
Group 2.....	\$ 47.41	44.17
Group 3.....	\$ 47.51	44.17
Group 4.....	\$ 47.61	44.17

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00

per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level B, C or D personal protection for any workers other than the truck driver: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the employee has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Driver of the following types of vehicle: dump; flat; float; pick-up; container hauler; fuel; water sprinkler; road oil; stringer bead; hot pass; bus; dumpcrete; transit mixer; agitator mixer; half track; winch truck; side-o-matic; dynamite; powder; x-ray; welding; skid; jeep; station wagon; stringer; A-frame; dual-purpose truck; truck with mechanical tailgate; asphalt distributor; batch truck; seeding; mulching; fertilizing; air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all trucks (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker; tow truck; utility truck; tack truck; cardex person; driver on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thiokol track master pick-up (swamp cat pick-up); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

GROUP 2:

Driver of 3-axle materials truck and float

GROUP 3:

Driver of all Euclid-type vehicles: Euclid; International Harvester; Wabco; Caterpillar; Koehring, tractor and wagon; dumpster; dump; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicle: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer, and similar types of vehicle

GROUP 4:

Winch trailer driver

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

2/4/26, 7:49 AM

SAM.gov

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

APPENDIX C
NEW JERSEY PREVAILING WAGE RATES



STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

- * Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/07/25
Journeyman (Mechanic)	W46.23 B31.42 T77.65

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year	Wage = %	of Jnymn	Wage		
Wage and Bene	40%	50%	60%	70%	80%	Bene = %	of Jnymn	Bene		

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

- Service/Repair/Maintenance Work to EXISTING facilities.
- Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning.
- Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons.

NOTE: These rates may NOT be used for any work in new construction (including work on new additions).

The regular workday shall consist of 8 hours, starting between 6:00 AM and 10:00 AM, Monday through Friday.

SHIFT DIFFERENTIALS:

- The second and third shifts shall be paid an additional 15% of the hourly rate.
- All shifts must run for a minimum of 5 consecutive days.

OVERTIME:

Hours worked in excess of 8 per day or before or after the regular workday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Boilermaker

PREVAILING WAGE RATE

	01/12/24
Foreman	W54.11 B47.08 T101.19
General Foreman	W56.11 B48.14 T104.25
Journeyman	W49.11 B45.31 T94.42

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	38.33	39.30	40.32	41.31	42.32	43.32	44.30			

Ratio of Apprentices to Journeymen - *

* 1 apprentice will be allowed for the first 5 journeymen, 1 apprentice for the next 10 journeymen and 1 apprentice for each succeeding 20 journeymen up to a maximum of 5 apprentices per contractor on any one job.

Craft: Boilermaker

COMMENTS/NOTES

HIGH WORK: All apprentices working on the erection, repair, or dismantling of smoke stacks, standpipes, or water towers shall be paid the Journeyman rate.

The regular workday shall consist of 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/12/24
Foreman	W35.88 B17.89 T53.77
General Foreman	W36.38 B17.89 T54.27
Mechanic	W34.38 B17.89 T52.27

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$125,000.00), for boilers that do not produce electric or are not used in the heating of petroleum products.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/13/25
Deputy Foreman	W52.60 B38.68 T91.28
Foreman	W57.35 B38.68 T96.03
Journeyman	W49.60 B38.68 T88.28

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	4.66	5.83	6.41	6.99	25.90	27.73	29.57	31.38		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

The regular workday shall consist of 8 hours, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 10%, inclusive of benefits.

OVERTIME:

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Carpenter

PREVAILING WAGE RATE

	05/08/26
Foreman	W67.30 B40.45 T107.75
General Foreman	W76.08 B45.65 T121.73
Journeyman	W58.52 B35.25 T93.77

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%						
Benefit	59.25% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.58			

Ratio of Apprentices to Journeymen - 1:3

For Solar installation- all work on solar projects that fall under the jurisdiction of the carpenters, and does not require an electrician, the ratio of Apprentices to Journeymen shall be 1:1.

Craft: Carpenter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.
- When there are 36 or more Carpenters on a job, there shall be 1 General Foreman and 2 Foremen. Thereafter, an additional Foreman shall be required for each additional 10 Carpenters on a job.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.
- All time worked before and after a regularly established shift shall be paid at the applicable overtime rate. When a portion of the regularly established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

double the hourly rate, inclusive of benefits.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/08/26
Foreman	W67.30 B40.37 T107.67
Journeyman	W58.52 B35.17 T93.69

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%						
Benefit	59.25%	of	Appren	tice	Wage Rate	for all	intervals	+ \$0.50		

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

FOR SYNTHETIC TURF INSTALLATION ONLY:

- The rate shall be 90% of the wage and benefit rate.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 10%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - ESSEX

Craft: Cement Mason PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason COMMENTS/NOTES

See "Bricklayer, Stone Mason" Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Commercial Painter

PREVAILING WAGE RATE

	05/08/26
Foreman	W51.43 B33.41 T84.84
General Foreman	W56.10 B33.41 T89.51
Journeyman	W46.75 B33.41 T80.16

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	23.38	28.05	32.73	37.40						
Benefits	18.35	18.35	18.35	18.35						

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

* Commercial Painters perform work on all commercial structures such as offices, schools, hotels, shopping malls, restaurants, condominiums, etc.

Spraying, sandblasting, lead abatement work on commercial buildings, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day,

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Diver

PREVAILING WAGE RATE

	05/01/26
Diver	W66.97 B54.49 T121.46
Tender	W55.23 B54.49 T109.72

Craft: Diver

COMMENTS/NOTES

NOTE: All dive crews must consist of a Tender, a Diver, and a standby Diver (standby Diver is the same rate as a Diver).

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

AIR DIVES:

0-59 feet: No additional wage
60-74 feet: + \$0.25 per foot
75-125 feet: + \$0.78 per foot

MIXED GAS DIVES:

0-74 feet: No additional wage
75-125 feet: + \$1.00 per foot
126-200 feet: + \$2.00 per foot

PENETRATION DIVES:

126-200 feet: + \$1.50 per foot
201-275 feet: + \$1.75 per foot
276-350 feet: + \$2.00 per foot
351-425 feet: + \$2.50 per foot

SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	05/01/26
Foreman	W63.51 B54.49 T118.00
Foreman (Concrete Form Work)	W62.41 B41.14 T103.55
Journeyman	W55.23 B54.49 T109.72
Journeyman (Concrete Form Work)	W54.27 B41.14 T95.41

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	22.09	27.62	35.90	44.18						
Benefits	35.92	for all	intervals							

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders/Pile Drivers on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders/Pile Drivers, there may be 1 apprentice for every 5 Dockbuilders/Pile Drivers.

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES			
Yearly	21.71	27.14	35.28	43.42
Benefits	27.99 for all intervals			

NOTE: The following shall be required for type of work indicated-

- There shall be one foreman and four journeymen on all land pile driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen on self-contained hydraulic driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen when driving sheeting with an excavator. As part of the crew, one may be an apprentice.
- When utilizing a drill rig to install Auger cast piles there shall be one foreman and two journeymen. As part of the crew, one may be an apprentice.
- There shall be one foreman and one journeyman on drilled or bored soldier piles.
- There shall be one foreman and not less than one journeyman per rig on all drilled shaft and caissons.
- There shall be one foreman and not less than one journeyman per rig on all earth retention tie-back and anchors.
- There shall be one foreman and three journeymen for driving of piles 60 feet or less. As part of the crew, one may be an apprentice.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

CREOSOTE HANDLING:

When handling creosote products on land piling, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

HAZARDOUS WASTE WORK:

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

CERTIFIED WELDER: When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

FOREMAN REQUIREMENTS:

The first Dockbuilder/Pile Driver on the job shall be designated a Foreman.

SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/08/26
Foreman	W50.63 B32.49 T83.12
General Foreman	W52.93 B32.49 T85.42
Journeyman	W46.03 B32.49 T78.52

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	23.02	29.92	36.82	41.43						
Benefits	18.82	18.82	18.82	18.82						

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Electrician

PREVAILING WAGE RATE

	06/18/25	06/02/26	06/02/27	06/02/28
Assistant General Foreman	W79.25 B50.32 T129.57	W82.24 B52.22 T134.46	W85.22 B54.11 T139.33	W88.21 B56.01 T144.22
Foreman	W76.00 B48.26 T124.26	W78.87 B50.08 T128.95	W81.72 B51.89 T133.61	W84.59 B53.71 T138.30
General Foreman (150 + Journeyman workers on job site)	W87.70 B55.69 T143.39	W91.00 B57.79 T148.79	W94.30 B59.88 T154.18	W97.61 B61.98 T159.59
General Foreman (23-149 Journeyman workers on job site)	W81.85 B51.97 T133.82	W84.94 B53.94 T138.88	W88.01 B55.89 T143.90	W91.10 B57.85 T148.95
Journeyman as a Crane Operator, as a Welder, as a Cable Splicer	W76.00 B48.26 T124.26	W78.87 B50.08 T128.95	W81.72 B51.89 T133.61	W84.59 B53.71 T138.30
Journeyman on Radio Tower Work	W79.25 B50.32 T129.57	W82.24 B52.22 T134.46	W85.22 B54.11 T139.33	W88.21 B56.01 T144.22
Journeyman Wireman	W64.96 B41.25 T106.21	W67.41 B42.81 T110.22	W69.85 B44.35 T114.20	W72.30 B45.91 T118.21
Layout Man	W70.81 B44.96 T115.77	W73.48 B46.66 T120.14	W76.14 B48.35 T124.49	W78.81 B50.04 T128.85

Craft: Electrician

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	20.79	27.28	33.78	40.28	46.77					
Benefit =	13.20	17.32	21.45	25.58	29.70					

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 6-2-26:

INTERVAL	PERIOD AND RATES				
Yearly	21.57	28.31	35.05	41.79	48.54
Benefits	13.70	17.98	22.26	26.54	30.82

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

APPRENTICE RATE SCHEDULE AS OF 6-2-27:

INTERVAL	PERIOD AND RATES				
Yearly	23.05	30.04	37.02	44.01	50.99
Benefits	14.87	19.38	23.88	28.39	32.89

APPRENTICE RATE SCHEDULE AS OF 6-2-28:

INTERVAL	PERIOD AND RATES				
Yearly	23.86	31.09	38.32	45.55	52.78
Benefits	15.39	20.05	24.72	29.38	34.04

THESE RATES ALSO APPLY TO THE FOLLOWING TYPES OF WORK:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction or involving 16 instruments or more.
- All residential construction (single family homes and apartments) of 5 units or more. Note: fire walls alone are not a determining criteria.

HIGH WORK:

- 40 feet above ground/floor: +22% of the Total Rate
- Transmission towers, and Smokestacks: +22% of the Total Rate

FOREMAN REQUIREMENTS:

- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- On all jobs, every 10 electricians shall have 1 designated a Foreman.
- On any job where there are 23 or more electricians, 1 shall be a General Foreman.
- On any job where there are 50 or more electricians, 1 shall be an Assistant General Foreman, and 1 shall be a General Foreman.

The regular workday is 8 hours, between 8:00 AM and 4:30 PM. In addition, a "flex start time" can begin at 7:00 AM or 7:30 AM for 8 hours, just as long as the "flex start time" is for a minimum of 5 days.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (between 8:00 AM and 4:30 PM)
- 2nd Shift (between 4:30 PM and 12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (between 12:30 AM and 8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

- Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, between 7:00 AM and 6:30 PM, at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Electrician - Teledata (15 Instruments and Less)

PREVAILING WAGE RATE

	12/11/25
Journeyman Technician (1-2 workers on job)	W49.48 B30.93 T80.41
Master Tech./Gen. Foreman (over 25 workers on job)	W64.82 B40.51 T105.33
Senior Tech./Asst. Gen. Foreman (16-25 workers on job)	W59.38 B37.11 T96.49
Technician A/Foreman (9-15 workers on job)	W56.90 B35.56 T92.46
Technician B/Foreman (4-8 workers on job)	W54.43 B34.02 T88.45
Technician C/Foreman (3 workers on job)	W51.95 B32.47 T84.42

Craft: Electrician - Teledata (15 Instruments and Less)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	37%	38%	41%	44%	48%	54%	61%	67%	74%	81%
Benefit			62.5% of	Journeyman	Tech.	wage	rate			

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less)

COMMENTS/NOTES

NOTES:

- 1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.
- 2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

The regular workday is 8 hours, between 8:00 AM and 5:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (between 8:00 AM and 4:30 PM)
- 2nd Shift (between 4:30 PM and 12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift: (between 12:30 AM and 8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

regular rate, per hour, inclusive of benefits.

OVERTIME:

Hours before or outside the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturday and all hours worked on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

- Four 10-hour days may be worked between Monday and Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for the day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working during the four 10-hour day schedule.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Saturday holidays will be observed the preceding Friday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - ESSEX

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	07/02/25	06/01/26	05/31/27	05/29/28
Assistant General Foreman, Journeyman on Radio Tower Work	W79.62 B49.96 T129.58	W82.62 B51.84 T134.46	W85.62 B53.73 T139.35	W88.61 B55.60 T144.21
Foreman, Cable Splicer, Crane Operator, Welder	W76.35 B47.92 T124.27	W79.23 B49.72 T128.95	W82.11 B51.52 T133.63	W84.98 B53.32 T138.30
General Foreman (150 + Journeyman workers on job site)	W88.10 B55.28 T143.38	W91.42 B57.37 T148.79	W94.74 B59.45 T154.19	W98.05 B61.53 T159.58
General Foreman (23-149 Journeyman workers on job site)	W82.23 B51.60 T133.83	W85.33 B53.54 T138.87	W88.43 B55.49 T143.92	W91.51 B57.42 T148.93
Groundman	W43.72 B27.44 T71.16	W45.37 B28.47 T73.84	W47.02 B29.51 T76.53	W48.66 B30.54 T79.20
Journeyman Layout Man	W71.13 B44.63 T115.76	W73.81 B46.32 T120.13	W76.50 B48.00 T124.50	W79.17 B49.68 T128.85
Journeyman Lineman, Equipment Repair, Serviceman	W65.26 B40.95 T106.21	W67.72 B42.49 T110.21	W70.18 B44.04 T114.22	W72.63 B45.58 T118.21

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	39.81	43.07	46.33	49.60	52.86	56.12	59.39			
Benefits	62.75%	of	Appren	tice	Wage	Rate				

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

APPRENTICE RATE SCHEDULE AS OF 6-1-26:

Interval Period and Rates
Yearly \$41.31 \$44.70 \$48.08 \$51.47 \$54.85 \$58.24 \$61.63
Benefits 62.75% of apprentice wage rate

APPRENTICE RATE SCHEDULE AS OF 5-31-27:

Interval Period and Rates
Yearly \$43.51 \$47.02 \$50.53 \$54.04 \$57.55 \$61.06 \$64.57

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Benefits 63.75% of apprentice wage rate

APPRENTICE RATE SCHEDULE AS OF 5-29-28:

Interval	Period and Rates						
Yearly	\$45.03	\$48.66	\$52.29	\$55.93	\$59.56	\$63.19	\$66.82
Benefits	63.75% of apprentice wage rate						

The regular workday is 8 hours, between 8:00 AM and 4:30 PM. In addition, a "flex start time" can begin at 7:00 AM or 7:30 AM for 8 hours, just as long as the "flex start time" is for a minimum of 5 days.

HIGH WORK:

40 FEET ABOVE GROUND/FLOOR: +21% OF THE Total Rate.

Radio towers, Transmission towers and Smokestacks: +21% of the Total Rate.

FOREMAN REQUIREMENTS:

On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.

On any job where there are 2 or more electricians, 1 shall be a Foreman.

On all jobs, every 11 electricians shall have 1 designated a Foreman.

On any job where there are 23 or more electricians, 1 shall be a General Foreman.

SHIFT DIFFERENTIALS:

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	70% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - ESSEX

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	34.59	37.47	40.36	43.24	46.12	49.00	51.89			
Benefits	31.56	33.45	35.32	37.21	39.08	40.98	42.85			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Elevator Constructor

PREVAILING WAGE RATE

	03/17/26	03/17/27	03/17/28
Journeyman	W86.43 B48.96 T135.39	W89.76 B50.27 T140.03	W92.93 B51.92 T144.85

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35.73	45.80	54.13	62.45						
Benefits	36.90	37.99	39.70	41.40						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-26:

INTERVAL	PERIOD AND RATES			
Yearly	37.10	47.54	56.18	64.82
Benefits	37.66	38.80	40.60	42.39

APPRENTICE RATE SCHEDULE AS OF 3-17-27:

INTERVAL	PERIOD AND RATES			
Yearly	38.54	49.37	58.34	67.32
Benefits	38.42	39.62	41.50	43.39

APPRENTICE RATE SCHEDULE AS OF 3-17-28:

INTERVAL	PERIOD AND RATES			
Yearly	39.90	51.11	60.41	69.70
Benefits	39.67	40.91	42.86	44.81

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

OVERTIME:

For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday, shall be paid at double the hourly rate. Holiday pay is one days wages (8 hours) plus double the hourly rate for all hours worked.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	03/17/26	03/17/27	03/17/28
Journeyman	W68.06 B47.73 T115.79	W70.72 B49.00 T119.72	W73.20 B50.61 T123.81

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35.73	36.05	42.60	49.16						
Benefits	36.88	37.58	39.20	40.83						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-26:

INTERVAL	PERIOD AND RATES			
Yearly	37.10	37.43	44.24	51.05
Benefits	37.63	38.37	40.09	41.81

APPRENTICE RATE SCHEDULE AS OF 3-17-27:

INTERVAL	PERIOD AND RATES			
Yearly	38.54	38.90	45.97	53.04
Benefits	38.39	39.17	40.98	42.79

APPRENTICE RATE SCHEDULE AS OF 3-17-28:

INTERVAL	PERIOD AND RATES			
Yearly	39.90	40.26	47.58	54.90
Benefits	39.65	40.45	42.32	44.18

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

- The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - ESSEX

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Glazier

PREVAILING WAGE RATE

	05/08/26
* Leadman	W55.93 B35.03 T90.96
Foreman	W57.93 B35.27 T93.20
General Foreman	W59.93 B35.51 T95.44
Journeyman	W53.93 B34.79 T88.72

Craft: Glazier

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	46%	46%	55%	55%	61%	61%	70%	70%		
Benefits	15.25	15.25	17.07	17.07	20.06	20.06	21.82	21.82		

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier

COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

FOREMAN REQUIREMENTS:

- When there are 4 or more Glaziers on a job, 1 must be designated a Foreman.
- When there are 15 or more Glaziers on a job, 1 must be designated a General Foreman.

The regular workday shall consist of 8 hours, between 7:00 AM and 5:30 PM, Monday to Friday.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- The second or third shift shall receive an additional 15% of the hourly rate.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	12/18/25
Foreman	W63.27 B41.92 T105.19
General Foreman	W65.61 B43.03 T108.64
Journeyman	W60.74 B41.36 T102.10

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	28.70	33.99	40.83	47.61						
Benefits	25.32	28.78	31.53	34.39						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator

COMMENTS/NOTES

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day and Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	12/18/25
Asbestos Helper	W36.89
Abatement	B24.92
	T61.81

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE: These rates apply only to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day and Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	02/20/26
Foreman	W65.07 B39.13 T104.20
General Foreman	W67.57 B39.13 T106.70
Journeyman	W60.07 B39.13 T99.20

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.94	22.01	28.91							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges.

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used as a make-up day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	02/20/26
Foreman	W53.81 B36.78 T90.59
General Foreman	W56.31 B36.78 T93.09
Journeyman	W48.81 B36.78 T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, on all open steel, in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except for Veterans Day, which shall be paid at time and one-half the regular rate.
- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	02/20/26
Foreman	W54.86 B36.43 T91.29
General Foreman	W57.36 B36.43 T93.79
Journeyman	W49.86 B36.43 T86.29

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	14.94	22.01	28.91							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All new and repaint water tanks (interior and exterior).

FOREMEN REQUIREMENTS:

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Ironworker

PREVAILING WAGE RATE

	07/01/25
Rod/Fence Foreman	W54.94 B51.87 T106.81
Rod/Fence Journeyman	W49.94 B51.87 T101.81
Structural Foreman	W57.47 B51.87 T109.34
Structural Journeyman	W52.24 B51.87 T104.11

Craft: Ironworker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	60%		Yearly	70%	80%	90%			
Benefits	same as	journeyman	amount							

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker

COMMENTS/NOTES

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A, B, or C personal protection: + \$3.00 per hour

The regular workday consists of 8 hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

When there are 2 or more Ironworkers on a job, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for four days or less (unless working a four 10-day day shift) on all projects bid after July 1, 2024, that shift shall be paid time and one-half the regular rate, inclusive of benefits. However, when an irregular shift is established at five 8-hour days or more the shift premium shall be 15% above the regular rate. When an irregular shift is established at four 10-hour days or more the shift premium shall be 15% above the regular rate. When an irregular shift extends into Saturday, time and one-half shall be paid on the regular rate, inclusive of benefits, beginning at

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

midnight (12:00 am) for the duration of the shift. A Sunday shift that extends into Monday shall be paid at double the regular rate, inclusive of benefits, until 12:00 am on Monday, at which time the 15% shift differential will apply to the regular rate.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits. Saturday may be used as a make-up day for a day lost to inclement weather. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	03/11/26
Foreman	W47.00 B26.71 T73.71
Journeyman (Handler)	W41.78 B26.71 T68.49

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	24.47	28.55	32.62	36.70						
Benefits	22.31	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

OVERTIME:

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Laborer - Building

PREVAILING WAGE RATE

	06/18/25
Class A Journeyman	W40.25 B33.87 T74.12
Class B Journeyman	W39.25 B33.87 T73.12
Class C Journeyman	W33.36 B33.87 T67.23
Foreman	W45.28 B33.87 T79.15
General Foreman	W50.31 B33.87 T84.18

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	60%	70%	80%	90%	of Class B	wage rate				
Benefit	30.62	30.62	30.62	30.62						

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Building

COMMENTS/NOTES

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

OVERTIME:

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.

- Benefits on ALL overtime hours shall be paid at time and one-half.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	25.08	for	all	intervals						

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

As of 3-1-25, benefits shall be 26.13.

As of 3-1-26, benefits shall be 27.13.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

Heavy & General Laborer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	04/01/26	04/01/27
* Skilled Tradesman (only applies to Modular Construction)	W36.50 B5.45 T41.95	W37.00 B5.45 T42.45
Foreman (person directing crew, regardless of his skill classification)	W38.50 B5.45 T43.95	W39.00 B5.45 T44.45
Residential and Modular Construction Laborer	W32.50 B5.45 T37.95	W33.00 B5.45 T38.45

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
As shown	800 hours	600 hours	600 hours							
wage & benefit:	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

*** SKILLED TRADESMAN-**

any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CAT5, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

OVERTIME:

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOILDAYS:

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Millwright

PREVAILING WAGE RATE

	05/01/26
Foreman	W68.93 B41.47 T110.40
Journeyman	W59.94 B36.15 T96.09

Craft: Millwright

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	59.25% of	Appren	tice	Wage	Rate	for all	intervals	+ \$0.63		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - ESSEX

Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

Ratio of Apprentices to Journeymen - *

* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

Craft: Operating Engineer

COMMENTS/NOTES

Operating Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

Ratio of Apprentices to Journeymen - *

* No more than 1 Field Engineer Apprentice per Survey Crew.

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PREVAILING WAGE RATE DETERMINATION

County - ESSEX

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/01/25
Apprentice (1st year)	W32.04 B17.68 T49.72
Apprentice (2nd year)	W36.55 B28.63 T65.18
Foreman (Charge Person)	W46.12 B29.41 T75.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W41.35 B29.41 T70.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W45.12 B29.41 T74.53

Craft: Painter - Line Striping

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:1

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Paperhanger

PREVAILING WAGE RATE

	05/08/26
Foreman	W56.57 B33.41 T89.98
General Foreman	W61.72 B33.41 T95.13
Journeyman	W51.43 B33.41 T84.84

Craft: Paperhanger

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	25.72	30.86	36.00	41.14						
Benefits	18.35	18.35	18.35	18.35						

Craft: Paperhanger

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans Day, Thanksgiving Day, Christmas Day

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Pipefitter

PREVAILING WAGE RATE

	05/01/26
Foreman	W62.99 B56.79 T119.78
Journeyman	W58.49 B52.74 T111.23

Craft: Pipefitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	75%					
Benefit	29.83	33.34	36.85	40.36	43.87					

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Journeyman Pipefitters on a job, 1 shall be designated a Foreman.
- There shall be a Foreman for every 8 Journeyman Pipefitters on a job.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM.

SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour on the total rate.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour on the total rate.

OVERTIME:

- All hours worked in excess of 8 per day, Monday through Friday, and all hours worked on Saturday, shall be paid at time and one-half, inclusive of benefits. All hours on Sunday and holidays shall be paid at double time, inclusive of benefits.
- By mutual agreement, employees may work four 10-hour days, Monday to Thursday, at straight time rate. Friday may be used as a make-up day for a day lost to inclement weather, and may be paid at straight time. If Friday is not a make-up day, the first 8 hours shall be paid at time and one-half, inclusive of benefits; hours in excess of 8 shall be paid at double time, inclusive of benefits.

SHIFT DIFFERENTIAL (Maintenance Work Only):

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour on the total rate.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour on the total rate.

OVERTIME (Maintenance Work Only):

- All hours in excess of 8 per day, Monday through Saturday, shall be paid at time and one-half, inclusive of benefits. All

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

hours on Sundays and holidays shall be paid at double time, inclusive of benefits.

NOTE: Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays are observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - ESSEX

Craft: Plasterer

PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Craft: Plasterer

COMMENTS/NOTES

See BRICKLAYER, STONE MASON Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Plumber

PREVAILING WAGE RATE

	05/01/25
Foreman	W67.06 B45.40 T112.46
General Foreman	W71.40 B45.40 T116.80
Journeyman	W62.09 B45.40 T107.49

Craft: Plumber

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	75%					
Benefits	19.23	25.20	27.57	29.95	32.32					

Ratio of Apprentices to Journeymen - *

* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job having 2 or more Plumbers, 1 shall be designated as a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the regular rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular rate plus 15%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a lost day. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Roofer

PREVAILING WAGE RATE

	06/01/25
Foreman	W48.77 B33.34 T82.11
Journeyman	W45.77 B33.34 T79.11

Craft: Roofer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	17.80	22.26	26.71	28.94	31.16	33.39	35.62	40.07		
Benefits	2.19	2.19	28.34	28.34	28.34	28.34	28.34	28.34		

Ratio of Apprentices to Journeymen - *

* [A] For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof

[B] For roofing jobs on new built up roofs: 1:3 or fraction thereof

[C] For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof

[D] For re-roofing jobs (not requiring complete removal of existing systems; installation done over existing roof): 1:3 or fraction thereof

Craft: Roofer

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 6-1-25:

INTERVAL	PERIOD AND RATES									
6 Months	18.30	22.88	27.46	29.75	32.03	34.33	36.62	41.19		
Benefits	2.44	2.44	29.09	29.09	29.09	29.09	29.09	29.09		

Pitch: +.50 per hour

Mop Man: +.30 per hour

The regular workday consists of 8 hours between 8:00 AM and 4:30 PM.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	04/03/25
Foreman	W46.50 B46.30 T92.80
Journeyman	W43.50 B46.30 T89.80

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	15.35	17.52	19.67	21.83	24.51	26.71	28.93	31.12	33.34	35.53

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

FOREMAN REQUIREMENT:

When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:

Hours before or after the regular workday, Monday through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four (4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	07/02/25
Foreman	W63.84 B51.93 T115.77
General Foreman	W64.84 B51.93 T116.77
Journeyman	W59.84 B51.93 T111.77

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	45%	48%	52%	65%	of	Journey	man	Wage	Rate	
Benefit	45%	48%	52%	65%	of	Journey	man	Benefit	Rate	

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive \$1.00 more than the regular Journeyman's rate.

The regular workday is 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	01/09/26
Foreman	W74.77 B43.55 T118.32
General Foreman	W78.36 B43.55 T121.91
Journeyman	W69.97 B43.55 T113.52

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours									80%	85%
Benefits							Intervals	9 to 10	Jourymn	Ben.

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter

COMMENTS/NOTES

Apprentice rate schedule for those apprentices registered as of 7-1-13:

Interval Period and Rates
1000 Hrs. 25% 30% 40% 45% 55% 60% 70% 75% 85% 90%
Ben. 16.10 16.10 33.55 33.55 33.55 33.55 Intervals 7-10 Jourmy. Ben.

Apprentice rate schedule for those apprentices registered as of 7-1-22:

Interval Period and Rates
1000 Hrs. 30% 35% 40% 45% 50% 55% 60% 70% 85% 95%
Ben. 16.10 16.10 33.55 33.55 33.55 33.55 Intervals 7-10 Jourmy. Ben.

The regular workday consists of 8 consecutive hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS:

- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.
Four 10 hour days may be worked, Monday through Friday, at straight-time.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	01/09/26
Finisher	W50.72 B38.40 T89.12

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	27.39	41.07	44.49	47.91	51.33	53.73	65.21			
Benefits	28.66	31.76	32.53	33.31	34.08	40.86	41.17			

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	06/19/25
Finisher	W50.05 B33.90 T83.95
Setter	W64.90 B37.28 T102.18

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/09/26
Tile Setter	W65.21 B41.17 T106.38

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	27.39	41.07	44.49	47.91	51.33	53.73	65.21			
Benefits	28.66	31.76	32.53	33.31	34.08	40.86	41.17			

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	01/01/26
Grinder or Assistant	W60.67 B43.36 T104.03
Mechanic	W62.27 B43.38 T105.65
Terrazzo Resinous Worker	W51.68 B35.61 T87.29

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1500 Hours	35%	45%	60%	70%	80%	90%				

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Truck Driver

PREVAILING WAGE RATE

	05/01/26	05/01/27
Bucket, Utility, Pick-up, Fuel Delivery trucks	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Dump truck, Asphalt Distributor, Tack Spreader	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Eucldid-type vehicles (large, off-road equipment)	W47.51 B47.28 T94.79	W48.51 B49.03 T97.54
Helper on Asphalt Distributor truck	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Low Boy Driver	W49.51 B47.28 T96.79	W50.51 B49.03 T99.54
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Straight 3-axle truck	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Tractor Trailer (all types)	W47.51 B47.28 T94.79	W48.51 B49.03 T97.54
Vacuum or Vac-All truck (entire unit)	W47.41 B47.28 T94.69	W48.41 B49.03 T97.44
Winch Trailer	W47.61 B47.28 T94.89	W48.61 B49.03 T97.64

Craft: Truck Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

HAZARDOUS WASTE REMOVAL:

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

TRUCK FOREMAN: \$1.00 per hour above regular rate. Overtime shall be increased accordingly.

The regular workday shall be 8 hours, starting between 6:00 AM and 8:00 AM.

SHIFT DIFFERENTIAL:

- Shifts starting at 4:00 PM (2nd Shift): + \$5.00 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$5.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.
- Benefits on overtime shall be \$45.03.
- Benefits on overtime on 5-1-26 shall be \$47.03.
- Benefits on overtime on 5-1-27 shall be \$48.78.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/26	05/01/27
Driver	W37.82 B47.28 T85.10	W38.72 B49.03 T87.75

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

Truck Foreman/Shop Steward: +\$0.25 per hour

SHIFT DIFFERENTIALS:

- 2nd Shift shall receive an additional \$0.50 per hour
- 3rd Shift shall receive time and one-half the hourly rate.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - ESSEX

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental.

STATEWIDE RATES

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.13	40.40	100.53

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.13	40.40	100.53

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.22	40.40	98.62

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2025

Rate	Fringe	Total
52.88	40.40	93.28

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2025

Rate	Fringe	Total
50.30	40.40	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.46	40.40	100.86

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
56.59	40.40	96.99

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
56.59	40.40	96.99

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including
propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

07/01/2025

Rate	Fringe	Total
63.54	40.40	103.94

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2025

Rate	Fringe	Total
68.22	40.40	108.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft.
and over

Effective Dates:

07/01/2025

Rate	Fringe	Total
67.22	40.40	107.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from
100 ft. to 139 ft.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
63.72	40.40	104.12

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2025

Rate	Fringe	Total
66.22	40.40	106.62

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2025

Rate	Fringe	Total
62.72	40.40	103.12

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.35	40.40	105.75

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.29	40.40	101.69

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console
type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
58.63	40.40	99.03

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
57.10	40.40	97.50

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2025

Rate	Fringe	Total
53.34	40.40	93.74

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.91	40.40	101.31

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2025

Rate	Fringe	Total
50.30	40.40	90.70

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
62.05	40.40	102.45

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2025

Rate	Fringe	Total
70.24	40.40	110.64

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

07/01/2025

Rate	Fringe	Total
68.58	40.40	108.98

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.74	40.40	106.14

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2025

Rate	Fringe	Total
64.08	40.40	104.48

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.74	40.40	106.14

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2025

Rate	Fringe	Total
61.72	40.40	102.12

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2025

Rate	Fringe	Total
54.88	40.40	95.28

CLASSIFICATIONS:

Driller's Helper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

03/01/2026

Rate	Fringe	Total
69.31	40.63	109.94

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2026

Rate	Fringe	Total
68.94	40.63	109.57

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
68.31	40.63	108.94

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
71.44	40.63	112.07

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.63	40.63	108.26

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.19	40.63	107.82

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

03/01/2026

Rate	Fringe	Total
67.00	40.63	107.63

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
66.50	40.63	107.13

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2025

Rate	Fringe	Total
60.47	40.40	100.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2025

Rate	Fringe	Total
53.63	40.40	94.03

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING**Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pouxfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
48.48	15.44	63.92	65.74

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
41.93	14.99	56.92	58.47

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
39.46	14.81	54.27	55.75

CLASSIFICATIONS:

Certified Welder

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
38.38	14.74	53.12	54.54

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
37.15	14.65	51.80	53.18

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
30.86	14.21	45.07	46.22

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
43.20	15.07	58.27	59.89

CLASSIFICATIONS:

Crane Operator

MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:**03/01/2026**

Rate	Fringe	Total
53.80	29.95	83.75

CLASSIFICATIONS:

Foreman

Effective Dates:**03/01/2026**

Rate	Fringe	Total
51.85	29.95	81.80

CLASSIFICATIONS:

Box man, Hopper, CM Controller

Effective Dates:**03/01/2026**

Rate	Fringe	Total
50.15	29.95	80.10

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:**03/01/2026**

Rate	Fringe	Total
50.80	29.95	80.75

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
48.70	29.95	78.65

CLASSIFICATIONS:

Cleaner, Taper

ASPHALT LABORERS - SOUTH Rates Expiration Date :

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.50	40.63	94.13

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

Screedman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.10	40.63	93.73

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.20	40.63	93.83

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.35	40.63	93.98

CLASSIFICATIONS:

Raker, Luteman

Effective Dates:

Rate	Fringe	Total
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CLASSIFICATIONS:

Certified Paving Foreman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Sunday holidays observed the following Monday.

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows :

1st year on the job - 70% of Helper wage rate

2nd year on the job - 80% of Helper wage rate

3rd year on the job - 90% of Helper wage rate

All helpers receive full fringe benefit rate.

Effective Dates:**10/21/2025**

Rate	Fringe	Total
38.15	36.22	74.37

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:**10/21/2025**

Rate	Fringe	Total
48.78	36.22	85.00

CLASSIFICATIONS:

Driller

Effective Dates:**10/21/2025**

Rate	Fringe	Total
55.61	36.22	91.83

CLASSIFICATIONS:

Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	93.33

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH**Rates Expiration Date :****Effective Dates:****03/01/2026**

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:**"B" Rate:**

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:**03/01/2026**

Rate	Fringe	Total
57.20	40.63	97.83

CLASSIFICATIONS:**"A" Rate:**

blaster

Effective Dates:**03/01/2026**

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:**"FOREMAN" Rate:**

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:**03/01/2026**

Rate	Fringe	Total
57.95	40.63	98.58

CLASSIFICATIONS:**"GENERAL FOREMAN" Rate****Effective Dates:****03/01/2026**

Rate	Fringe	Total
54.15	40.63	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:

" CERTIFIED FOREMAN Rate" :

Effective Dates:

03/01/2026

Rate	Fringe	Total
60.45	40.63	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	93.33

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

03/01/2026

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.20	40.63	97.83

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2026

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2026

Rate	Fringe	Total
57.95	40.63	98.58

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
54.15	40.63	94.78

CLASSIFICATIONS:

TRAFFIC CONTROL COORDINATOR Rate

Effective Dates:

03/01/2026

Rate	Fringe	Total
60.45	40.63	101.08

CLASSIFICATIONS:

" CERTIFIED GENERAL FOREMAN Rate" :

HEAVY & GENERAL LABORERS - SOUTH**Rates Expiration Date :****Effective Dates:****03/03/2026**

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:**" CERTIFIED FOREMAN Rate" :****Effective Dates:****03/01/2026**

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:**"B" Rate:**

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and /or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

OVERTIME:

Hours in excess of 8 per day, and all hours on Sundays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

06/18/2025

Rate	Fringe	Total
58.89	36.35	95.24

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

06/18/2025

Rate	Fringe	Total
58.89	36.35	95.24

CLASSIFICATIONS:

Pipeline Journeyman

TERRITORY

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

ENTIRE STATE

PREVAILING WAGE RATE DETERMINATION

PIPELINE - MAINLINE TRANSMISSION

Rates Expiration Date :

Effective Dates:

06/18/2025

Rate	Fringe	Total
33.84	25.47	59.31

CLASSIFICATIONS:

Pipeline Helper

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.
Sunday holidays observed the following Monday.

Effective Dates:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/05/2025

Rate	Fringe	Total
66.32	36.10	102.42

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/05/2025

Rate	Fringe	Total
43.28	25.22	68.50

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH Rates Expiration Date :**THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:**

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:**03/01/2026**

Rate	Fringe	Total
56.95	40.63	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:**03/01/2026**

Rate	Fringe	Total
53.65	40.63	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:**03/01/2026**

Rate	Fringe	Total
53.40	40.63	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
52.70	40.63	93.33

CLASSIFICATIONS:

Asphalt Laborer

Effective Dates:

03/01/2026

Rate	Fringe	Total
59.45	40.63	100.08

CLASSIFICATIONS:

Certified Asphalt Foreman

ELECTRICIAN- UTILITY WORK (NORTH)**Rates Expiration Date :****Electrician-Utility Work (North)**

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

*** FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES**

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
69.55	48.68	118.23	122.97	127.89	132.99

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

CLASSIFICATIONS:

Special License Operator

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
66.39	46.47	112.86	117.38	122.07	126.95

CLASSIFICATIONS:

Journeyman Lineman when welding, splicing, hot stick, barehand and helicopter work

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
60.70	42.49	103.19	107.32	111.60	116.07

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

Groundman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
80.93	56.65	137.58	143.08	148.81	154.75

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
74.61	52.22	126.83	131.92	137.19	142.66

CLASSIFICATIONS:

Assistant General Foreman

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
72.71	50.89	123.60	128.55	133.70	139.04

CLASSIFICATIONS:

Line Foreman

ELECTRICIAN- UTILITY WORK (NORTH)**Rates Expiration Date :****Effective Dates:**

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

GTO (Groundman Truck Operator) with CDL A

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

CLASSIFICATIONS:

First Responder

Effective Dates:

12/04/2025			11/29/2026	11/28/2027	12/03/2028
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

CLASSIFICATIONS:

Line Equipment Mechanic

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices.

Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/02/2025

Rate	Fringe	Total
73.79	62.52	136.31

CLASSIFICATIONS:

General Foreman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2025

Rate	Fringe	Total
65.72	57.24	122.96

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
62.26	55.01	117.27

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2025

Rate	Fringe	Total
60.53	53.85	114.38

CLASSIFICATIONS:

Journeyman Welder

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH)

Rates Expiration Date :

Effective Dates:

12/02/2025

Rate	Fringe	Total
57.65	51.98	109.63

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2025

Rate	Fringe	Total
46.12	44.49	90.61

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2025

Rate	Fringe	Total
40.36	40.72	81.08

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2025

Rate	Fringe	Total
37.47	38.85	76.32

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
34.59	36.96	71.55

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2025

Rate	Fringe	Total
31.71	35.09	66.80

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

ENTIRE STATE

PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH)

Rates Expiration Date :

Effective Dates:

12/02/2025

Rate	Fringe	Total
25.37	30.96	56.33

CLASSIFICATIONS:

Flagman

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Traffic Control Coordinator: When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

Effective Dates:

03/01/2026

Rate	Fringe	Total
83.18	40.63	123.81

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2026

Rate	Fringe	Total
82.73	40.63	123.36

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :**Effective Dates:****03/01/2026**

Rate	Fringe	Total
81.98	40.63	122.61

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:**03/01/2026**

Rate	Fringe	Total
85.73	40.63	126.36

CLASSIFICATIONS:

Blaster

Effective Dates:**03/01/2026**

Rate	Fringe	Total
81.15	40.63	121.78

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:**03/01/2026**

Rate	Fringe	Total
80.63	40.63	121.26

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:**03/01/2026**

Rate	Fringe	Total
80.40	40.63	121.03

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

Effective Dates:

03/01/2026

Rate	Fringe	Total
79.80	40.63	120.43

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)